



**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **West Genesee Central School District and West Genesee Teachers Association (1995)**

Employer Name: **West Genesee Central School District**

Union: **West Genesee Teachers Association**

Local:

Effective Date: **07/01/95**

Expiration Date: **06/30/98**

PERB ID Number: **6475**

Unit Size: **429**

Number of Pages: **81**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

6475_06301998

West Genesee Central School District
And West Genesee Teachers Assn

610
20780

SD
TH

TEACHER CONTRACT AGREEMENT

1995-1998

BETWEEN

WEST GENESEE

CENTRAL SCHOOL DISTRICT

AND

WEST GENESEE

TEACHERS ASSOCIATION

CAMILLUS, NEW YORK

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

AUG 22 1996

CONCILIATION

TABLE OF CONTENTS

ARTICLE I	Implementation of Agreement	1
ARTICLE II	Grievance	2
ARTICLE III	Association Rights	5
ARTICLE IV	Teacher Rights	7
ARTICLE V	Salaries and Other Compensation	9
ARTICLE VI	Conditions of Employment	23
ARTICLE VII	Curriculum Development	30
ARTICLE VIII	Teacher Assignments, Promotions and Transfers	31
ARTICLE IX	Liaison Committees	36
ARTICLE X	Teacher Aides	37
ARTICLE XI	Temporary and Extended Leaves of Absence	37
ARTICLE XII	Student Activities and Discipline	47
ARTICLE XIII	Student Teachers	48
ARTICLE XIV	Teacher Evaluation	48
ARTICLE XV	Teacher Ethics and Discipline	50
ARTICLE XVI	Miscellaneous Provisions	51
ARTICLE XVII	Disciplinary Action	52
ARTICLE XVIII	Instructional Unit Defined; Duration of Agreement	53
Appendix A	Salary Schedule	54
Appendix B	Teacher Evaluation Forms	63
Appendix C	Grievance Form	65
Appendix D	Letter of Understanding	66
Appendix E	Preferred Eligible List	67
Appendix F	Nurses' Conditions of Employment	69
Appendix G	Children of West Genesee Teachers	74
Appendix H	Extra Pay for Art and Music Teachers	75
Appendix I	Insurance Agreement (Consortium)	76
Index		77

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the West Genesee Board of Education and its professional employees represented by the West Genesee Teachers' Association so that the cause of public education may best be served in West Genesee School District, Supervisory District No. 1 of Camillus, New York, this Agreement is made and entered into on this fifteenth (15th) day of March 1995.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE I

- A. This Agreement is negotiated under the Public Employees' Fair Employment Act of New York State 1967 Session as amended, in order to establish terms and conditions of employment.
- B. To this end, the Superintendent of Schools and the WGTA recognize the importance of resolution of issues which may arise as the result of this Agreement and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.
- C. The Superintendent of Schools and the WGTA accept the provisions of this Agreement as commitments which they will cooperatively and in good faith, honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.
- D. Subject to the provisions of the Fair Employment Act, as the same may be amended, the Superintendent of Schools agrees not to negotiate with any teachers' organization other than the WGTA for the duration of this Agreement.
- E. Both the Superintendent of Schools and the WGTA reserve the right to act hereunder by committee, by individual member, or by designated representative.
- F. Any previously adopted policy, rule or regulation of the Board or Superintendent of Schools which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes preexisting policy, rules or regulations of the Board or Superintendent of Schools shall operate retroactively unless expressly so stated.
- G. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the School District and its professional

Article I (contd)

staff under governing law, rules and regulations -- local, state, and federal. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding except where some other standard of grievability or arbitrability is set forth in this Agreement.

- H. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. Copies of this Agreement shall be printed at the expense of the employer and made available to all teachers now employed or hereinafter employed by the School District within two (2) weeks of its execution or employment, if that occurs later. The Superintendent of Schools agrees to supply to the President of the WGTA fifty (50) additional copies of the Agreement at WGTA's expense.
- J. A copy of the Board of Education handbook will be provided each Association building president and a total of five (5) copies will be provided for Association officers.
- K. Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement and subsequent Agreements hereinafter executed by the parties.
- L. Changes in this Agreement which improve the conditions stated herein shall be implemented only after mutual consent of both parties, the President of WGTA acting for the Association, and the Superintendent of Schools acting for the Board of Education, with written evidence of consent being presented by each party to the other.
- M. The term "insofar as possible" as used within this Agreement shall be construed in the following manner: In applying the term 'insofar as possible,' the Board will consider all relevant facts including the welfare of teachers, academic impact, and economic justification. In doing so, the Board will attempt to meet conditions specified in the Agreement if it deems such application practicable for sound operation of the system.

ARTICLE II

A. Definition of Grievance

A grievance shall mean any claimed violation, misunderstanding, or inequitable application of the terms of this Agreement.

Article II (contd)

B. Time Limits and Procedure

1. A written grievance must be filed with the District within forty (40) calendar days of the act, occurrence, or event giving rise to the grievance. Otherwise, the grievance will be deemed to have been waived. In addition, if a grievance is not submitted to the American Arbitration Association within fourteen (14) days after the Step 3 decision, the grievance will be deemed waived and there shall be no right to arbitration.

2. Appeal

If a decision at one (1) stage is not appealed to the next stage of the procedure within the specified time limit, the grievance will be deemed discontinued and further appeal under this Agreement shall be barred.

3. Decision

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall be cause for the grievance to advance to the next stage.

4. Change of Time Limit

If a grievance is filed within forty (40) calendar days of the end of the school year, time limits may be changed when the parties mutually agree to the alterations. Time limits may be changed at other times by written mutual agreement.

5. Appeals and Decisions

All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved and to the Association president and to the vice president for grievances.

C. Procedure

A grievance may be raised by the Association according to Step 1(b) or by the aggrieved teacher within the negotiating unit covered by this Agreement. Once raised, the grievance will be resolved by the following procedure:

Step 1. Informal Stage

- (a) The grievance shall be first orally discussed between the grievant, who may be accompanied by a representative, and the grievant's immediate supervisor as designated by the Superintendent.
- (b) If a grievance affects a group of teachers or involves system-wide policies, it may be submitted by the Association directly at Step 2.

Article II (contd)

- (c) The immediate supervisor will be informed if this is the informal stage of the grievance.

Step 2. Formal Stage

A grievance which is not resolved in Step 1 shall be submitted in writing on the form set forth in Appendix C to this Agreement to the Superintendent or his designee. The written grievance must be signed by the grievant and set forth the specific claim being made together with a statement of the facts surrounding the grievance and the remedy or relief requested. Within three (3) weeks after the submission of the written grievance the Superintendent will hold an informal hearing at which the interested parties will have an opportunity to be heard. If a grievance is not resolved by the action of the Superintendent of Schools, within two (2) weeks of the hearing at this step it may be appealed by the Association to the Board of Education. This will be done within two (2) weeks of the receipt of the Superintendent's decision.

Step 3. Appeal Stage

At the Association's discretion, it may present its position concerning the grievance to the Board of Education in executive session. In such event, the Association shall be limited to three (3) representatives plus anyone directly associated with the grievance. In the event of a class action, the number of representatives shall be limited to three (3). One (1) individual shall be designated as spokesperson. The District administrators who are involved shall be present to present their positions. Both the parties shall have the opportunity to rebut the other's respective positions and respond to Board questioning. The Board shall render a final decision within two (2) weeks after receiving the appeal. Following the decision of the Board, the Association will have two (2) weeks to inform the Board whether they agree with the decision or not. This will be done in writing.

Step 4. Arbitration Stage

(a) Advisory Arbitration

1. If the grievance remains unresolved after the Stage 3 decision and if the grievance involves Articles VII, IX, X, XII, XIII, XVI or XVIII, the Association may submit the grievance in writing to the American Arbitration Association (copy to the Superintendent) for arbitration in accordance with its voluntary arbitration rules.
2. The parties agree to give good faith consideration to the decision of the arbitrator, but such decision shall be advisory only. If the arbitrator's award is accepted by the parties hereto, the award shall be final and binding to all parties affected hereby. In the event that either of the parties hereto fails to accept the award of the arbitrator, then this party must submit in writing within ten (10) days a statement of their reasons. Then any party affected shall be free to pursue any remedy available under law.

Article II (contd)

(b) Binding Arbitration

1. If the grievance remains unresolved after the Step 3 decision and if the grievance involves an alleged violation by the District of an express provision of Article I, II, III, IV except IV(c) and IV(E)(2), V, VI except for C, VIII, XI except for B, G, J, L, O, XIV except as specified, XV and XVII except as to that portion of Article XVII which is specified as not subject to Binding Arbitration, the Association may submit the grievance in writing to the American Arbitration Association (copy to the Superintendent) for arbitration of the grievance in accordance with its voluntary arbitration rules.
2. The decision of the arbitrator in such a case shall be submitted to the Board and the Association within thirty (30) days after the hearing and, subject to law, shall be final and binding.

c) Decision and Expenses

The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

d) Powers of the Arbitrator

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement; nor to render any decision which conflicts with a law, regulation, directive, or other obligation binding upon the District; nor to imply any obligation upon the District which is not specifically set forth in this Agreement.

ARTICLE III

- A. After the close of the scheduled school day, the WGTA will be allowed to use designated areas in school buildings for meetings of teachers. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to Board of Education policies governing use by school allied agencies (e.g., PTA, American Field Service Adult Committee, Scouts).
- B. The WGTA may distribute materials dealing with proper and legitimate business of the WGTA through teachers' mail boxes.
- C. The employer shall comply with any reasonable request by the WGTA for available information possessed by the School Board which is relevant to the negotiations by the WGTA and the School Board of any condition of employment which is not confidential.

Article III (contd)

- D. The WGTA president shall be provided with a copy of the Official Agenda of each regular School Board meeting prior to each meeting. The president of the WGTA shall be provided with a copy of the minutes of each regular School Board meeting and related non-confidential agenda attachments, as soon as possible after the approval of said minutes by the School Board.
- E. Members of WGTA cabinet (not more than forty (40) members) shall be relieved of their duties for attendance at their meetings. They shall be relieved at 3:20 p.m. on afternoon of meeting, such relief not to exceed two (2) per month. Assigning relief from the staff will be the responsibility of the building principal, providing he is notified at least twenty four (24) hours in advance of the meeting.
- F. The employer agrees to deduct from the salaries of all bargaining unit members dues or an agency fee as set by the WGTA and to transmit the monies promptly to the WGTA.
- G. The employer agrees that the Association, through its president, vice president and vice presidents for negotiations and grievance, is engaged in activities that materially affect the educational program of the District. These officers of the WGTA should be relieved during the period of their office according to the following:
 - 1. The president of the WGTA may designate two (2) of the four (4) officers, i.e., president, vice president, vice president for negotiations and vice president for grievance to be relieved of a.m. and p.m. supervision duties if said officers are secondary teachers or "special area" teachers. The president may change the designation of the officers only on a per semester basis upon reasonable notice at least one (1) month beforehand.
 - 2. The president of the WGTA may designate two (2) of the four (4) officers (i.e., president, vice president, vice president for negotiations and vice president for grievance) to be assigned to no more than five (5) periods as a subject teacher or study hall teacher or combination thereof if said officers are secondary teachers.
 - 3. The Association president and vice president as well as the vice presidents for negotiations and grievances will receive a pool of forty (40) days for which they shall be relieved of their duties upon reasonable prior request. These days will be taken as half (1/2) or full days. In the event that these forty (40) days are exhausted up to ten (10) additional days may be utilized under the same conditions as the initial days except that the cost to the WGTA for the substitute teacher will not exceed the per diem substitute rate.
 - 4. The above named officers in paragraph G1, G2, G3, will have permission to leave the building for any unassigned periods, subject to a requirement of signing out in the building office.

Article III (contd)

- H. The President of the Association and/or his designee(s) will continue to receive the same consideration for state and national functions as has been mutually agreed to previously.

ARTICLE IV

Teacher Rights

- A. In accordance with the laws of the United States, and the State of New York, and the established policies and practices of the Board and the WGTA, there shall be no discrimination against any teacher on the basis of race, creed, color, age, sex, national origin, marital status, or membership or participation in or association with the activities of the WGTA or other professional organizations.
- B. All disciplinary interviews and reprimands of teachers by supervisors or school administrators will be considered and conducted in private.
- C. Teachers shall have the right to be supervised only by those qualified to do so by training and experience, and to be evaluated fairly and objectively. Such supervision shall be only by those persons officially recommended by the Superintendent and designated by the Board of Education.
- D. The private and personal life of any teacher, particularly his religious or political activities, shall not be grounds for discipline or discrimination with respect to professional employment; however, the Association agrees that exceptions can be made only if a teacher in his private life conducts himself in such a manner that his conduct adversely affects his relationship to students or the discharge of his teaching duties.
- E. An official teacher file shall be maintained under the following circumstances:
1. No written statement, excluding references and information obtained in the process of evaluating the teacher for employment, which is discrediting to a teacher's conduct, service, character or personality, shall be placed in the files unless the teacher shall acknowledge that he has read such material by affixing his signature on the copy to be filed. The signature does not necessarily indicate agreement with its content.
 2. Teachers shall be allowed, without prejudice, to protest any evaluation statements by submitting a written statement to the Superintendent of Schools, to be included in the teacher's personnel file.
 3. Each teacher shall have the right, upon request, to review the contents of his own personnel file in the personnel office at the District Office. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Superintendent of Schools or

Article IV (contd)

someone designated by him. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.

4. Written letters of reprimand shall be placed in the official file within thirty (30) days after the teacher has acknowledged reading such letter.
5. Teachers shall have the right to file a written petition with the Superintendent of Schools requesting that a letter of reprimand which has been in the teacher's personnel file for three (3) years or more be removed. If the Superintendent grants this request, the letter shall be removed.

F. Exit or Terminal Interview

1. Any employee leaving for any reason must be afforded a final interview. This interview may be with either (1) the building principal or (2) the Superintendent or his assistant.
2. The immediate supervisor shall notify the employee of time and place of interview, after request has been made by employee.
3. The final paycheck will be available, with a complete and comprehensive explanation of same.
4. Information on insurance and retirement with related forms will be available during the interview.

G. Damage or Destruction of Property

1. Any individual liability will be in accordance with New York State law.
2. The employer will provide protection of teachers by reimbursement for the cost of replacing or repairing dentures, eyeglasses, etc. not covered by Workers' Compensation, destroyed or lost as the result of an injury sustained in the course of his or her employment. The employer will provide reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of and incidental to employment, provided loss is not caused by negligence of the claimant. Personal effects do not include automobile and/or other vehicles.

The employer will make available for teachers to purchase at school cost plus tax, and will launder without charge, necessary special and protective clothing such as: gym uniforms, smocks for art and homemaking, and laboratory coats for shop and science class use.

ARTICLE V

- A. When employing new staff, the Superintendent may place the staff member on any step in the salary schedule. The following factors may be considered:
1. Degree and/or advanced study status documented by an official transcript sent from the college to the Superintendent's office.
 2. Credit may be granted for previous teaching experience in either public or private schools. A year of credit may be allowed only once for a partial year of continuous service of at least ninety (90) days. Experience may be credited as follows:
 - a) Year for year credit for the first six (6) years;
 - b) One (1) year credit for each two (2) years experience for the next six (6).
- B. In order to clarify points of the salary schedule, it is necessary to define degrees of graduate study:
1. A Bachelor's degree is defined as a Baccalaureate degree earned at an accredited college or university (i.e., Middlestates, Southern States, etc. and those accredited agencies listed in Lovejoy's College Guide or Barron's Profiles of American Colleges).
 2. Less than a Bachelor's degree means that an accredited course of study leading to a Baccalaureate degree has not been completed.
 3. A Master's degree is a Master's degree earned in an accredited college or university.
 4. A Certificate of Advanced Study is defined as follows: A CAS shall be defined as a Certificate of Advanced Study earned at an accredited college or institution.
 - a) The completion of thirty (30) hours of graduate course work in a planned program provided that an accredited institution issues a statement that the work so completed is equivalent to a CAS and the Superintendent accepts the credits and courses offered.
 5. A doctorate is defined as a Doctor's degree earned at an accredited institution.
- C. Staff members newly hired to the system shall be considered as effectively employed and entitled to salary and benefits after attendance at the first regularly scheduled meeting or exercise of the current school year calendar.
- D. Teachers already members of the staff shall be considered as effectively employed and entitled to salary adjustments or movements on the salary schedule as follows:

Article V (contd)

1. Ten (10) Month Staff - on the first (1st) day of physical attendance at a scheduled exercise listed in the current school year calendar on or after September 1.
2. Eleven (11) Month Staff - on the first (1st) day of physical attendance in school on or following July 1 or as scheduled by the principal. This is subject to the provisions in Article XI.

E. Teachers on unpaid leave of absence shall return to the step on the Salary Schedule at which the teacher left unless the teacher has worked ninety (90) or more days in the school year in which the leave was taken. In such a case said teacher will advance one step on the Schedule (Appendix A). The ninety (90) days will be determined by using the official calendar which identifies all teacher attendance days.

F. Compensation for attending workshops which are not scheduled in the school calendar shall be based on the following:

1. The program range shall be from four (4) hours per day to six and one half (6 1/2) hours per day.
2. Compensation for participants and workshop leaders shall be at the rate of:

Eighteen (\$18.00) dollars per hour.

G. The summer school salary schedule shall be as follows:

1. 1995 Through 1998

First Step	-95-96	\$1,142(per 90 minute class or part thereof)
	96-97	\$1,200(per 90 minute class or part thereof)
	97-98	\$1,200(per 90 minute class or part thereof)

Second Step	-95-96	\$1,200(per 90 minute class or part thereof)
	96-97	\$1,259(per 90 minute class or part thereof)
	97-98	\$1,259(per 90 minute class or part thereof)

Third Step	-95-96	\$1,256(per 90 minute class or part thereof)
	96-97	\$1,319(per 90 minute class or part thereof)
	97-98	\$1,319(per 90 minute class or part thereof)

2. Qualification for step:

- a) First step - less than three (3) years summer school experience or less than five (5) years teaching experience.
- b) Second step - four (4) to six (6) years summer school experience or five (5) years or more teaching experience.
- c) Third step - either requirement in step two plus permanent certification.

Article V (contd)

3. This schedule is based on a session of thirty five (35) days. The length of time for instructors teaching two (2) classes shall be 3.5 hours. Payment for additional time other than summer school classroom instruction scheduled (i.e., driver education) will be as per F (2) above.

H. 1. The employer agrees to establish a policy for extra pay for extra duty. This shall apply to duties as specifically set forth in this Agreement and in item K. The Superintendent of Schools may exceed this scale if additional personnel is needed or expertise must be purchased to fulfill the program (Such additions will be forwarded in writing to the President of WGTA). For each year of experience in an activity, the advisor's base shall be advanced one (1) step on the B.A. column.

Salaries shall be based on the first (1st) nine (9) steps in year 95-96, first (1st) ten steps in 96-97 and first (1st) eleven steps in 97-98 as per Appendix A.

Senior High Student Council Advisor	5%
Senior High Asst. Student Council Advisor	2.5%
Senior Class Advisor	6%
Asst. Senior Class Advisor	3%
Junior Class Advisor	4%
Sophomore Class Advisor	3%
Freshman Class Advisor	3%
Official Student Newspaper Advisor	6.6%
Yearbook - Genesean Advisor	11.5%
Senior High Honor Society Advisor	5%
SADD Advisor	3%
Senior High Math League Advisor	4%
Outdoor Camping Advisor (6 weekends)	5%
Academic Decathlon	3%
ECOS	3%
Key Club	3%
Mock Trial	3%
Model UN	3%
Senior High Drama Production	
Direction	5%
Publicity & Art Design	1.5%
Stage Design	1.5%
Senior High Musical	
Musical Director	5%
Musical Producer	3%
Drama Director	5%
Technical Director	4%
Lighting Director	2%
Choreography Director	3%
District Staff Accompanist	3%
Jazz Lab	3%
Accolade Advisor	5%
Accolade Art Director	1.5%
Director of Sound and Recording	5%

Article V (contd)

Marching Band	
Marching Band Director	12%
Marching Band Assistant Director	10%
Music Arranger	11%
Drill Arranger	11%
Drill Coordinator	6%
Music Instructor	7%
Majorette Coordinator	6%
Colorguard Coordinator	6%
Drill Instructor	4%
Rifle Coordinator	6%
Winter Guard	
Winter Guard Coordinator	3%
Winter Guard Instructor	3%
Winter Guard Drill Arranger	4%
 Middle School Student Council Advisor	4%
Middle School Yearbook Advisor	4%
Middle School Musical	
Music Director/Producer	5%
Drama Director	3%
Middle School Nice Kid Award Coordinator	1.5%
Middle School Math League Advisor	4%
Middle School Science Fair Advisor	3%

Article V (contd)

2. Any additional proposals for extracurricular activities not listed in H(1) must be approved by the District. Written proposals must be submitted to the District by April 1 for activities beginning in the next school year. Each bargaining unit member will be compensated at an individual rate to be negotiated between the WGTA and the District. The negotiated compensation shall be considered part of the approval process.
3. Payment for home tutors, and for any other scheduled additional time other than classroom instruction not covered in this Agreement, shall be at a rate of:

Eighteen (\$18.00) dollars per hour.

- I. 1. Twenty six (\$26) dollars per duty assignment for extracurricular events to staff members other than advisors or teachers normally responsible for specific activities. All teachers in grades K-12 shall be assigned one (1) duty assignment at no extra pay (Open House is not to be counted as a duty). Bus trips and any non-school day activity will be paid duty if assigned by the principal. Any teacher not meeting an assignment or making arrangements for the coverage shall be assessed an amount equal to the then applicable per duty assignment rate for non-performance and to reimburse others.
2. Any teacher in the District may apply to any buildings for extra pay assignments. Selection will be made at the discretion of the building principal.

J. Payment for supervisory responsibilities shall be established as follows:

1. High School Building Chairpeople (Grades 9-12) and Middle School subject coordinators (Grades 6-8) will be compensated at an annual rate that is dependent upon the number of full and part-time teachers in their department. Included within this number will be the chairperson. The number of physical education teachers plus the number of coaches for grades 6, 7 and 8TH grade athletic teams will determine payment for the Building Coordinator for P.E./Athletics at the middle schools. The rate of pay will be as follows:
 - a) For departments with five (5) or fewer teachers :
1995-96.....\$1,040
1996-97.....\$1,082
1997-98.....\$1,082
 - b) For departments of more than five (5) but less than ten (10):
1995-96.....\$1,300
1996-97.....\$1,365
1997-98.....\$1,365
 - c) For departments with ten (10) or more teachers:
1995-96.....\$1,560
1996-97.....\$1,638
1997-98.....\$1,638
2. Elementary grade level chairpersons - 95-96: \$208, 96-97: \$216, 97-98: \$216.

Article V (contd)

K. Determination of Salary Schedule:

1. The first (1st) year's pay for a Bachelor's degree with no experience shall be as per schedule.
2. The number of steps and increments at each degree level is indicated on the salary schedule attached to this contract in Appendix A. These increments will be automatic.
3. Graduate hours shall be compensated in blocks of six (6) hours up to and including MA+30 or BA+36 hours. Each twelve (12) semester hour block of administratively approved courses taken beyond MA+30 or BA+36 for the expressed purpose of strengthening the teacher's background in specific identified areas related to his/her teaching assignment at West Genesee Central Schools will also be compensated.

Each course for credit beyond MA+30 or BA+36 must have prior approval of the Superintendent of Schools. Graduate hours taken beyond BA+60, MA+54, CAS+12 Shall be compensated in blocks of six (6) semester hours. Teachers will have the option of being reimbursed the contract rate for a six (6) hour block or payment of tuition cost not to exceed \$1,000. These will be one time only payments made upon proof of completion and tuition payments for prior approved courses.

Between 7/1/95 and 6/30/96 teachers will be compensated for blocks of six (6) semester hours. Effective 7/1/96, teachers at or above BA+36 or MA+30 will be compensated for blocks of twelve (12) semester hours per this section.

4. Those holding a Doctoral degree will be compensated an additional four hundred dollars (\$400) above the CAS degree if related to the learned discipline to which he is assigned. This compensation becomes effective only when the teacher becomes tenured.
5. Compensation for each block of six (6) hours shall be as shown on the schedule.
6. Counselors will receive an additional 1/200 of their salary for each day worked in excess of the actual teacher work year to a maximum of twenty (20) days. Thirteen (13) days will be distributed during the summer vacation. All days worked beyond the teacher work year must have prior approval of the building principal.
7. Distributive Education, Industrial Coop. and Work Study (formerly STLP) coordinators will receive an additional 1/200 of their salary for each day worked in excess of the actual teacher work year. The number of days worked will be at the discretion of the District to a maximum of twenty (20) days. Ten (10) days will be distributed during the summer vacation.

Article V (Contd)

Coaching Salaries

1. The criteria for grouping the various sports for salary compensation shall be:
 - a) Length of season
 - b) Number of students
 - c) Crowd spectator reaction pressure
2. Coaches' salaries shall be based on the first (1st) thirteen steps in year 95-96, first (1st) fourteen steps in 96-97, and first (1st) fifteen steps in 97-98 as per Appendix A. A coach's salary shall be determined by the actual column by which his teaching salary is computed except that if the column is to the right of the BA+30 column then the coach's salary shall be computed on the BA+30 column.

3. Senior High Sports

- | | | |
|-----------|-----|--|
| Group 1 - | 12% | Basketball, football, wrestling, lacrosse, volleyball. |
| Group 2 - | 10% | Swimming, hockey. |
| Group 3 - | 9% | Baseball, track, soccer, softball. |
| Group 4 - | 6% | Cross-country, golf, cheerleaders (fall-winter & four (4) weeks of tryout period), tennis. |

Senior High Assistant Coaches, - Head Coach X .75.

4. Modified Sports

- | | | |
|-----------|----|--|
| Group 1 - | 7% | Football, basketball, wrestling, volleyball, swimming. |
| Group 2 - | 6% | Soccer, lacrosse, baseball, track, softball. |
| Group 3 - | 5% | Cross-Country. |

Modified Assistant Coaches (7th, 8th and 9th grade) - one (1%) percent less in each group than head coach. (Football, Lacrosse, G-Track)

5. Intramurals

The salary per hour for all intramurals will be as per F (2) above.

The following program sessions and limitations are listed below:

- a) High School (eight (8) week sessions - four (4) sessions per year - three (3) hours per week).

Article V (contd)

Fall: Two (2) people per session.

Winter: a) Two (2) people per session.
b) Two (2) people per session.

Spring: Two (2) people per session.

- b) Middle Schools (Eight [8] week sessions - Four [4] sessions per year - Four [4] hours per week)

Fall: Girls - two (2) people per session.
Boys - two (2) people per session.

Winter: a) Girls -two (2) people per session.
b) Boys -two (2) people per session.

a) Girls -two (2) people per session.
b) Boys -two (2) people per session.

6. The following pay dates are to be automatic rather than have it necessary for coaches to sign claim sheets:

a) All fall sports to be paid 50% on last pay date in October and fifty (50%) percent on second pay date in November.

b) Full season winter sports to be paid 50% on second pay date in December and fifty (50%) percent on first pay date in March.

1. Winter I sports will be paid one hundred percent (100%) on the second pay date in December.

2. Winter II sports will be paid one hundred percent (100%) on the first pay date in March.

c) All spring sports to be paid 50% on first pay date in May and fifty (50%) percent on second pay date in May.

d) The above payments will be made by separate checks apart from normal salary checks.

7. In recognition of the extra hours that are required of a coach whose season has been extended into regional and state competition, the District agrees to the following schedule of payment:

a) For competition beyond sectional play, state regionals, the head coach of a team sport (e.g., football, soccer, basketball, volleyball, ice hockey, lacrosse, baseball, softball) will receive five (5%) percent of his/her coaching salary. Assistant coach(es) (so named and recognized by the Director of Athletics and the Board of Education) will receive a payment equal to 3.75% of his/her coaching salary.

Article V (contd)

- b) For competition in the state championship(s), the head coach of a team sport (e.g., football, soccer, basketball, volleyball, ice hockey, lacrosse, baseball, softball) will receive five (5%) percent of his/her coaching salary. Assistant coach(es) (so named and recognized by the Director of Athletics and the Board of Education) will receive a payment equal to 3.75% of his/her coaching salary.
- c) In the cases of an extended season for an individual sport (e.g., swimming, golf, cross-country, tennis, wrestling, track) the extra payment will be one half (1/2) of those named above.
- d) It is further agreed that where no regional competition exists before the state championship(s), said coach would still receive both payments for going to the state championship(s).
- e) Federation and invitationals are not included for consideration in the above.

M. Insurance

- 1. The employer shall provide Blue Cross/Blue Shield Regionwide Option II medical policy with prescription card (CO-PAYS: \$3/Brand, \$1/Generic, \$0/Mail Order) and dependent to age twenty five (25) on the professional staff. The employer will also provide a comparable HMO plan (PHP, IPHP). The District's contribution for the HMO premiums will not exceed the premiums for BC/BS Regionwide Option II Medical Policy with prescription card and dependent to age twenty-five.
 - 2. The spouse or dependent(s) of a bargaining unit member or retiree who dies will be allowed to continue in the District's group health plan at their own expense for as long as the spouse or dependent(s) so desire and for the dependent(s) as long as the dependent(s) qualify as dependent(s) under the contract. A benefit above applies to a spouse and dependent(s) who were covered under a district health plan at the time of the bargaining unit member's or retiree's death.
- N. The employer shall assume the following responsibilities for health and major medical insurance and dental insurance. Any reference to benefits is subject to the provisions and limitations of the master policy issued by the insurance company and are on file in the Office of the Superintendent.
- 1. To provide automatic claim service insofar as possible.
 - 2. The insurance plan and HMO'S (PHP, IPHP) will be contributory as outlined in the following tables:

Article V (contd)

Table 1

(full-time teachers, working thirty [30] hours or more per week).

<u>Coverage</u>	<u>School District Contribution</u>	<u>Teacher Contribution</u>
Single	100%	0%
Dependent	75%	25%

Table 2

(part-time teachers, working seventeen and one half (17 1/2) hours to twenty nine (29) hours per week.

<u>Coverage</u>	<u>School District Contribution</u>	<u>Teacher Contribution</u>
Single	70%	30%
Dependent	45%	55%

3. Members of staff working less than half (1/2) time (1 - 17 1/2 hours/week) will pay full cost of health and major medical insurance.
4. Any retiring teachers may continue group health insurance coverage at their own expense, providing there is no lapse.

O. OTHER INSURANCE

1. DENTAL INSURANCE

The District will contribute one hundred seventy-five (\$175) dollars per year for each bargaining unit member who works full time and who participates in the Blue Shield Schedule A Dental Plan with supplemental, orthodontics, periodontics and prosthetics riders. The District will also contribute one hundred seventy-five (\$175) dollars per year for dependent coverage for the above unit members' family.

The parties agree to establish a committee of equal representation not to exceed six members, to review the district's dental plan and offer recommendations for change to the Superintendent. The recommendations will be implemented by the district in a timely manner.

The dental plan will be offered to retirees at no cost to the district.

2. EYE CARE INSURANCE

The parties agree to establish a committee of equal representation to review eye care insurance and offer recommendations to the Superintendent. The recommendations will be implemented by the district effective July 1, 1996.

Article V (contd)

The district will contribute fifty (\$50) dollars per each bargaining unit member who works full-time. The district will also contribute fifty (\$50) dollars per year for dependent coverage for the above unit member's family.

The eye care plan will be offered to retirees at no cost to the district.

P. Salary for the School Years 1995-98

Teachers shall receive a salary adjustment equal to four (4%) percent, for each year of this contract, including any step movement. Salary schedules as per Appendix A.

Q. Longevities.

1. Teachers with twenty (20) years of teaching service in the West Genesee District are entitled to a longevity increment of four hundred (\$400) dollars for those holding a Baccalaureate degree, and four hundred fifty (\$450) dollars for those holding a Master's degree.
2. Teachers with twenty five (25) years of teaching service in the West Genesee District are entitled to an additional longevity increment of four hundred (\$400) dollars for those holding a Baccalaureate degree and four hundred fifty (\$450) dollars for those holding a Master's degree.

R. Payroll Deductions

1. Employees shall be permitted to use a payroll deduction program for each of the following:
 - a) Payroll savings plan - to be operated in cooperation with a designated bank. The amount shall be determined by employee, and deposits shall be made directly to designated bank.
 - b) United Fund - Employee may empower the District to withhold a specified amount from each pay for a stated number of pay periods so as to satisfy United Fund pledge by the end of the current fiscal year.
 - c) Premiums for District sponsored insurance program for employees or dependents.
 - d) Payroll deduction for Tax Sheltered Annuity:
 - d.1) Any employee of the West Genesee Central system is eligible to participate in the plan.

Article V (contd)

- d.2) Any annuity may be purchased from any company approved by the Board of Education. Forms for approval of carrier may be obtained at the District Office (TSA-1).
- d.3) All procedures shall be in accordance with the law regulating such investments.
- d.4) The School District will act as purchasing agent for annuities as authorized by employees, but accepts no responsibility for advising employees for the continuance of permissive legislation.
- d.5) The plan represents an adjustment of salary for tax purposes, not a payroll savings device.
- d.6) Participants must be advised by insurance representatives that they are responsible for contributions to retirement based on full contract salary. Adjustment is made for tax purposes only.
- d.7) Authorization of modification of salary must be received by District treasurer on form furnished by District (TSA-2).
- d.8) Payments to insurance companies will be made. Participants must make salary adjustment in advance to be included in six (6) month period immediately following payment.
- d.9) Employees may join system at any time by authorizing lump sum modification or prorated over regular six (6) month period.
- d.10) There can be no constructive receipt of funds by employee. Hence, contribution can be made only by salary adjustment and never by direct payment from employee.
- e) West Genesee District Employees Credit Union - Amount to be paid to Credit Union shall be designated by member, whether as a savings or as a loan repayment. Amount shall continue to be deducted from pay until authorization is changed by the Credit Union official.
- f) Five (5%) percent take-home-pay option - If a teacher desires to maintain his personal contribution of five (5%) percent or eight (8%) percent of the State Retirement Fund, said amount shall be deducted from pay.

Article V (contd)

- g) NYSUT Benefit Trust The district shall deduct and remit payments to the NYSUT Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the district.

This benefit shall expire on June 30th in the last year of this contract.

- h) WGTA Scholarship Fund A bargaining unit member may authorize and the district will then deduct a specified amount and forward same to the WGTA for the express purpose of providing college scholarships to West Genesee students.
- i) Section 125 The district shall provide a Section 125 Plan in accordance with IRS regulations. This provision applies to insurance premiums only (Health, Dental, Eye Care, Life).
- j) Such other payroll deductions as are authorized after agreement between the WGTA and the Superintendent.

S. Health Insurance/Retirement Award

1. A teacher who actually retires pursuant to the provisions of the New York State Teacher Retirement System, and who serves written notice of such intended retirement as well as effective date of retirement on the District at least three (3) months prior to the date of retirement, shall receive upon retirement a one (1) time only bonus, equal to Twenty-five (\$25) dollars for each accumulated but unused sick leave day up to a maximum of five thousand (\$5,000) dollars (excluding sick leave bank). In extenuating circumstances the notification requirement may be appealed to the Board of Education.

Article V (contd)

2. A teacher who has completed ten (10) years of service with the District and who retires from the District pursuant to the New York State Teacher Retirement System, shall be entitled to the same health insurance plan in effect following the last open enrollment period preceding their effective date of retirement. The district will pay the cost of the health insurance plan premium, not to exceed the premium for the BC/BS Regionwide Option II Medical Policy with prescription card and dependent to age twenty-five. In the event that the retiree or spouse of the retiree is eligible for medicare at the time of retirement or becomes eligible for Medicare during the five year period, the individual(s) so effected will be provided with a supplemental/carve-out insurance plan (to be determined by joint committee), and the premiums of said plan will be at the district's expense. In addition, the district will reimburse the individuals the cost of their Medicare Part B to the extent that the combined cost of the Supplemental/Carve Out Plan and Medicare Part B do not exceed the cost of the premium (individual or family coverage) afforded the bargaining unit member prior to becoming Medicare eligible, for the balance of the five year period.
3. In addition to the retirement benefits (listed in Section S.1 and S.2 above, any teacher aged fifty-five (55) or older, who has completed ten (10) years of service with the district and who actually retires pursuant to the provisions of the New York State Teachers Retirement System and who serves written notice of such intended retirement as well as the effective date of retirement on the district at least three (3) months prior to the date of retirement, shall be entitled to a retirement award equal to twenty (20%) of his/her final year's salary in a one time cash payment.

Section (S.3) is effective January 29, 1996.

This provision shall expire on June 30, 1997.

T. The employer further agrees to pay mileage compensation at the rate of **twenty-eight (.28) cents per mile**. Mileage will be paid only to those persons who, in the Superintendent's judgment, are required to use their cars in the course of assigned duties.

U. Excellence in Teaching Stipend

1. During the 1995-98 school years, the Excellence in Teaching stipend will be paid according to the following formula: (the number of eligible tenured members) X (tenure stipend) + (the number of eligible non-tenured members) X (one third [1/3rd] of the tenure stipend) = total available Excellence in Teaching funds (including interest if paid subsequent to June 30 of the given school year). The District and the WGTA must agree on the calculation.

Article V (contd)

2. Eligibility:

- a) This stipend is payable to those titles included in the law and the Commissioner of Education's Regulations on Excellence in Teaching, subject to the remainder of this section.

For purposes of this stipend, tenured members are those individuals identified under 2a (above) who have received tenure in or before September of the given school year.

- c) In addition, the eligible person per 2a (above), tenured or non-tenured, in the position of the first (1st) month of a semester is entitled to the stipend for that semester. In case of an unpaid leave of absence during the first (1st) month of a semester, the eligible person who works in the position the most during that month will be entitled to the stipend for that semester.
 - d) Payment to a part-time eligible person will be prorated.
- 3. It is agreed that if new categories of eligibility are included in the law or regulations, that the District will be protected from any retroactive claim. Likewise, the District agrees that there will be no take-back if certain categories of eligibility are deleted; however, persons in those deleted categories would not be eligible for any new funds.
 - 4. The District guarantees application for the Excellence in Teaching funds for each year of this Agreement.
 - 5. The Excellence in Teaching stipend will be paid in full in one (1) check upon full receipt by the District of the Excellence in Teaching funds for that school year.
 - 6. If the law and/or regulations require division of the EIT monies with other bargaining unit(s), this division will be done in accordance with such law and/or regulations after written verification by each bargaining unit that said division is done properly.

ARTICLE VI

A. Teaching Conditions

The Board and the WGTA recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of time and which will be fairly and evenly maintained to the extent practicable throughout the school system.

Article VI (contd)

The teachers shall acknowledge and accept their professional responsibilities for assisting students after school, for meeting the professional requirements of their position, and for participating in the activities deemed necessary for the development and maintenance of a good school.

Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted.

1. Workday - Secondary and Elementary

The workday shall be seven (7) hours and twenty (20) minutes in length including lunch and supervision time before classes convene and after classes are dismissed.

The principal shall establish the working hours of the teachers in his building to give the best practicable supervision of children at all times. These working hours shall conform with working conditions as expressed in this Agreement.

2. Length of School Year

Length of the school year shall be a maximum of one hundred eighty six (186) days. These days shall include: one (1) orientation day; two (2) conference days; and one hundred eighty three (183) days of instruction. No school on the Wednesday before Thanksgiving. If we use no more than two (2) snow days, Maundy Thursday will be added to the Easter recess. If we use no more than one (1) snow day, then an additional day will be added to the Memorial Day recess. If we use no snow days, then a second (2nd) day will be added to Memorial Day recess. Student contact on Wednesday of the last week of school will end at noon for elementary teachers. Student contact time for elementary teachers on Thursday of the last week of school shall be for no longer than one (1) hour, insofar as possible.

B. Class Size

In recognition of the fact that the pupil-teacher ratio is an important factor contributing to the standard of excellence achieved by the West Genesee Central School System, the following ratios and schedules will be maintained insofar as possible.

1. Elementary teachers - a classroom in which thirty (30) pupils, or less, are enrolled.

- a) In cases such as lack of physical facilities or increased enrollment, teachers will be provided with one (1) hour per day of teacher aide assistance for each child in excess of thirty two (32).

Article VI (contd)

2. Secondary teachers - an academic class load of thirty (30) pupils or less.
 - a) The foregoing standards shall not be applicable to non-academic classes and large group instruction. In cases of large group instruction total responsibility for a load of one hundred fifty (150) pupils, or less, will be maintained as far as conditions permit.
 - b) Where possible, the A3 track at the secondary level shall have a class size limit of eighteen (18) students. This provision will be subject to advisory arbitration.
3. The Committee on the Handicapped shall make advisory recommendations to the District as to educational matters regarding handicapped students.

C. Physical Facilities for Teachers

1. Insofar as possible, each classroom shall have storage place where teachers may store instructional supplies and materials.
2. Each school in the District shall include the following facilities:
 - a) A teachers' workroom shall contain equipment to aid in the preparation of instructional materials. The equipment shall include, but not be limited to, copying facilities and a typewriter. Supplies will be furnished by the school office at the discretion of the principal.
 - b) A room or rooms shall be appropriately furnished for use as a teachers' lounge and dining area. Coffee-making facilities, if desired by the faculty members, shall also be provided at no expense to the School District.
 - c) Provisions will be made in all new construction for each school to have adequate restroom and lavatory facilities exclusively for teacher use.
 - d) Provisions for adequate faculty parking facilities shall be made at all new buildings. This provision shall also apply in all modernization programs when site expansion is undertaken.
 - e) There shall be clean, well-lighted restrooms.
 - f) There shall be a system whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency. Such facilities will be manned full time while school is in session.

Article VI (contd)

- g) If requested, a vending machine for beverages will be provided for the teachers' lounge, if practicable. The addition of water and/or waste lines will be provided only at the discretion of the Board of Education.
- h) A telephone will be provided in each school with a certain degree of privacy for parental conferences or professional business.

D. Rotation of Supervisory Duties

The School District and the WGTA recognize that certain duties are regarded as supervisory duties. These include, but are not limited to:

- 1. bus supervision
- 2. cafeteria supervision
- 3. corridor supervision
- 4. lavatory supervision
- 5. homeroom supervision

Accordingly, these duties shall be rotated, insofar as is practicable, on a semester basis or a lesser period of time. Compensating factors in terms of class load, location and experience shall be taken into account in such assignments. These duties should be rotated among all members of the teaching staff. The assignments shall be made at the discretion of the building principal.

E. School Calendar

- 1. The tentative school calendar shall be forwarded to the president of the WGTA as soon as possible in the early spring.
- 2. The WGTA President may return any notations and suggestions to the Superintendent. Any changes or suggestions not acceptable to the Superintendent shall be explained in writing to the WGTA President. A copy of suggested changes and responses shall be submitted to the Board of Education with the calendar. Action by the Board of Education shall be taken prior to May 15, where practical under the circumstances.

F. Miscellaneous

- 1. Elementary classroom teachers shall not be required to remain in the classroom while a special teacher is instructing except for a few minutes at the beginning and at the end of a lesson.
- 2. Each teacher, insofar as possible, should have space which can be used for storage of records and equipment, and for student consultation.
- 3. As far as possible, each school in the District shall make provision for the duplicating of teaching materials such as tests, review sheets and other lesson materials by the clerical staff of the building.

Article VI (contd)

4. Teachers shall not be required to perform duties related to handling and storing of books, supplies and equipment except that which is incidental to the teacher's own classroom.
5. Secondary school teachers shall not teach more than five (5) teaching periods per day plus no more than two (2) supervisory periods, and insofar as possible shall not be required to make more than three (3) teaching preparations per day. A preparation shall be defined as work required to teach a single subject on a given level within a track. These teachers shall have one (1) preparation period each day, during which the teacher shall not be assigned to any other duties but shall devote the period to instructional preparation and/or other professional work.
6. All full-time elementary teachers shall, insofar as possible, be provided within their workday a minimum of forty (40) minutes per day preparation time or two hundred (200) minutes per week spread over the days of the week. During this time the teacher shall not be assigned to any other duties, but shall devote this time to instructional preparation or other school connected professional work.
7. All teachers shall receive a duty-free uninterrupted lunch period of thirty (30) minutes per day.

G. High School (Grades 9-12) Building Chairpersons' Duties and Responsibilities

The Building Chairpeople shall:

1. Meet with staff to select the very best supplemental teaching materials and recommend these materials to the principal for approval.
2. Cooperate with textbook selection committee within his/her subject area.
3. Maintain an inventory of texts and materials for the department in the building being served.
4. Give particular attention to new members in the department during their probationary period in the building.
5. Regularly visit classrooms in an effort to establish a sympathetic, constructive relationship with each teacher. Emphasis should be on assurance and guidance to improve learning. Evaluation of teachers and their effectiveness will be the responsibility of the principal with the assistance of the building chairperson.
6. Hold staff meetings to consider staff ideas and improve services to students.

Article VI (contd)

7. Help substitute teachers effectively start the day.
8. Be available for advice and council to teachers in the department.
9. Make recommendations concerning supplies and materials to the principal and prepare budget requisition papers.
10. Submit a regular report of visitations at regular intervals to the principal. Written observation reports by the Department Chairpersons shall not be used in a later arbitration proceeding. This shall not prevent a department chairperson from testifying in such a proceeding with regard to a teacher's performance.
11. Assess the quality of lesson plans and give necessary assistance to ensure good quality and accuracy.
12. Ensure intra-departmental coordination and articulation through cooperation.
13. Coordinate departmental work with other departments in the building.
14. Help the principal establish department goals including the revision and the development of curriculum.
15. Department Chairpersons will not be given homeroom assignments unless deemed appropriate by the District for operating reasons. The Central Administration will consider (final determination within the discretion of the District) legitimate Association requests for increased departmental supervisory time for Department Chairpersons where appropriate.
16. Departmental chairpersons may be assigned up to four (4) teaching periods, but no supervisory duties beyond their departmental supervisory time.

H. Middle School Subject Coordinator - Duties and Responsibilities
(Grades 6-8)

1. Maintain an inventory of texts and materials and monitor their distribution and use.
2. Collect and organize budget information concerning supplies, materials and texts and prepare budget requisition papers.
3. Cooperate with textbook selection committees within his/her subject area and assist in selection of supplemental teaching materials.
4. Coordinate scheduling for departmental in-service workshop days.

Article VI (contd)

5. Serve as a resource to the principal in department communications and curriculum coordination.

SCHEDULE

- 5 - Instructional Periods
- 1 - Team Meeting or Supervision
- 1 - Planning and Conference
- 1 - Department Coordination

I. Elementary Grade Level Chairpersons (Grades K-5) - Duties and Responsibilities

1. Maintain an inventory of texts and materials and monitor their distribution and use.
2. Collect and organize budget information concerning supplies, materials and texts and prepare budget requisition papers.
3. Function as liaison between the principal and the teachers at the grade level, calling grade level meetings as necessary to carry out this function.

J. High School Building Chairpersons (Grades 9-12) and Middle School Subject Coordinators (Grades 6-8) Appointment and Reappointment.

1. High School Building Chairpeople and Middle School Subject Coordinators will be appointed by the Board of Education to two (2) year terms.
2. Renewal or non-renewal of an appointment is at the discretion of the Board but will be consistent with the criteria spelled out in Article VI, Section G and H. A non-renewed high school building chairperson or middle school subject coordinator may appeal the non-renewal to the Board. This is not subject to arbitration.
3. High School Building Chairpeople and Middle School Subject Coordinators will only be discharged during their term for just and adequate cause.
4. Incumbents will be deemed to be serving a two (2) year term when this contract is ratified.

K. MIDDLE SCHOOL BUILDING COORDINATOR FOR P.E./ATHLETICS

1. Review and explain procedures to physical education substitute teacher(s) for that day's activities and schedule of classes.
2. Coordinate the phys-ed program, class schedules and teachers for school year with principal and assistant principal.

Article VI (contd)

3. Coordinate 7/8 sport teams, boys and girls, and any intramural programs developed at the middle school buildings.
4. Check and evaluate conditions of athletic fields by 1 p.m. on game days.
5. Help recruit qualified coaches at the middle school for boys and girls 7/8 grade sport teams.
6. Review district policy with 7/8 grade sport coaches as listed in coaches' packet.
7. Work with Athletic Director in scheduling and coordinating the 7/8 sport programs at the middle schools.
8. Make regular checks of dates, times and contest officials for 7/8 sport contests.
9. Inventory of all physical education and athletic equipment to be done at the start and end of each school year/sport season.

ARTICLE VII

DEVELOPMENT AND IMPLEMENTATION
OF CURRICULUM AND RELATED
EDUCATIONAL PROGRAMS

- A. The Board and the WGTA agree that professional staff is and should continue to be a major source of development and innovations in improving the educational programs carried on in the West Genesee Central School District. The parties agree further that it is important for the professional staff to participate in the over-all coordination of studies, projects and other activities directed toward the development, improvement and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing, and introduction of new programs and toward the research in pertinent educational and related areas.
- B. The Board and the WGTA recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the school administration and the professional staff.
- C. Accordingly, the Board and the WGTA agree that an Educational Development Committee (EDC) shall be established to consist of twenty (20) members of whom ten (10) shall be designated by the WGTA and ten (10) by the Superintendent, and of which there shall be co-chairmen, one (1) chosen by the Association designees and the other by the Superintendent. This committee shall serve without pay. The EDC shall establish its own times of meeting and rules of procedure and shall meet with the Superintendent or

Article VII (contd)

his appointee at reasonable times, not more often than once every two (2) months unless by mutual agreement. The EDC shall consider all proposals from any source respecting curriculum, teaching methods, aids and materials, educational facilities, design and equipment of new and remodeled school construction and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the West Genesee Schools.

- D. The EDC shall regularly report to the Superintendent the matters it is considering and its recommendations respecting the same.
- E. The Superintendent shall give consideration to such recommendations, reporting same to the EDC.
- F. The Superintendent, where possible, shall refer to the EDC for its consideration plans for new building construction and major remodeling, and proposals for major changes in program, teaching materials, methods and aids.

ARTICLE VIII

Teacher Assignments, Promotions and Transfers

A. Definitions.

Seniority.

Seniority is defined as the length of continuous service in the West Genesee School District since date of THE most recent hire in tenure area less any time spent on unpaid leaves of absence. For individuals with equal service, seniority will be determined by the following in order of listing:

- a) Date of most recent permanent Board appointment.
- b) In cases of ties at this point, a random selection will be held to determine final ranking. Those teachers directly involved will be invited to attend and participate in the drawing. Should a teacher be unable to attend, the WGTA President will draw for that teacher.

Transfers.

- 1. Transfers shall be defined as follows:

- a) A transfer will be defined as a change in teaching assignment from one building to another.

Article VIII (contd)

- b) In the first (1st) through fifth (5th) elementary grades, (first (1st) through fourth (4th), while under the K-5 alignment for elementary schools), a transfer will also be defined as a change in teaching assignment that is greater than one (1) grade level in each direction.
 - c) In the kindergarten and in the sixth (6th) grade, (kindergarten and fifth (5th), while under the K-5 alignment at the elementary schools), a transfer will also be defined as a change in teaching assignment that is greater than two (2) grade levels.
2. Teachers may also request a voluntary transfer.

Change in Assignment

The term "change in assignment" shall include change from grade level to grade level (except as defined in transfer above) or subject to subject. The movement of elementary special area teachers who have been traditionally assigned to more than one school shall be considered a change in assignment. All changes in assignment are at the discretion of the District.

B. Changes in Teacher Assignments/Transfers.

- 1. Except for emergencies, changes in program for the coming school year involving grades and subjects to be taught, and any special assignments to be given will be available in writing at the office of the school to which the teacher is officially attached by the last day of the school year. The District shall notify teachers by certified U.S. mail when changes are made during the summer as to a teacher's building, grade or subject assignment.
- 2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall be assigned in accordance with the regulations of the New York State Education Department to subjects and/or grades or other classes.
- 3. Teachers desiring a change in assignment or a voluntary transfer should make this fact known simultaneously to the Superintendent of Schools and the Principal of the school in which this teacher is currently serving. The Superintendent will notify the WGTA President of such requests. Said requests for change of assignments or voluntary transfers should be made in writing and should state reasons for wishing to make the change. Such letters may be submitted at any time; however, when a change is desired at the beginning of the school year, the letter should be submitted at the beginning of the preceding January or when a vacancy is posted. The Superintendent of Schools should acknowledge the request in writing within thirty (30) days.

Article VIII (contd)

4. In the event that a change in assignment or transfer is to be made, the following procedure will be used:
 - a) The District will determine the number of positions involved.
 - b) The District will identify to the best of its ability what the open positions are.
 - c) The District will post all involved positions. The posting will identify the school, grade level, and possible course(s) to be taught. When this process is used for positions becoming open for the start of the new school year, there will be two (2) postings. The first posting will occur between April 20 and April 30, the second posting will occur between May 10 and May 20, during which time applications will be submitted.
 - d) Volunteers will be sought and in no case will the District fill a position until ten (10) days after the posting.

C. Involuntary Transfer of Teachers.

1. In the rare case the District does not accept a voluntary transfer, an involuntary transfer can be made.
2. Involuntary transfers will be based on seniority, with the least senior certified teacher to be transferred. The teacher, as well as the WGTA President, shall be made aware in writing through U.S. mail of the relevant circumstances involved in the involuntary transfer.

D. Other Stipulations.

1. The District will do the following in addition to the above procedure:
 - a) Teachers will receive thirty (30) days advanced written notice of any change in assignment and/or transfer. When requested by the teacher, the District will provide in writing the relevant and basic circumstances involved in the change. The thirty (30) day notice will be waived where the change or transfer is necessitated by an emergency situation (i.e., death, unexpected resignations).
 - b) Any teacher who receives an involuntary transfer will not be involuntarily transferred for a period of at least 3 years (2 years if transfer was necessitated by a school closing), unless certification requirements of teachers in the District dictate a change in assignment or where the newly assigned building closes. In such cases the District will inform the teacher and the WGTA President in writing by U.S. mail of the relevant circumstances involved in the change.

Article VIII (contd)

- c) In the case of teachers shared between buildings, the three (3) year period mentioned above will not be invoked.
 - d) If the District votes to close a building, abolish a program, or has a grade realignment, the District will determine and post all vacant positions and award same to teachers from the closed building, abolished program or realigned grades, by seniority within tenure areas, by April 15 or within sixty (60) days of the decision, whichever is later.
- 2. A teacher shall receive notification in writing by April 15 if the employer does not intend to rehire said teacher.
 - 3. Except for emergencies, the District shall notify each regular classroom teacher who has been assigned a student labeled by the District Committee on the Handicapped as a handicapped student by June 15.

E. Publishing Vacancies Within the District.

- 1. Teacher Vacancies. Vacancies will be announced to staff members through channels on a regular basis. Copies of notices for placement agencies will be posted in faculty rooms and in school building offices. Announcements will state qualifications. If no one meets these qualifications, the vacancy will be readvertised. Each posting should last at least ten (10) days.
- 2. Administrative & Supervisory Vacancies. It shall be the policy to employ highly qualified persons in all administrative and supervisory positions. Before employing persons for new positions or filling vacancies, consideration shall be given to qualified persons presently employed. Reasonable notice of vacancies shall be given before appointment.
- 3. Unsuccessful applicants within the District will be notified in writing of the filling of a vacancy as soon as possible.
- 4. The District will fill all vacant permanent positions from the preferred eligible list in order of seniority (the most senior person would be hired first, the next most senior, etc.). For days 1-10 of a substitute assignment, the substitute's pay will be at the regular per diem substitute rate. Payment for teaching vacancies greater than ten (10) days is described in Appendix E.

F. Summer School.

- 1. The need for an enriched summer program is recognized and will be implemented as facilities, staff, and finances permit.
- 2. Insofar as possible, teachers shall not be assigned to teach in subject areas where they lack certification.

Article VIII (contd)

3. By April 15 all presently employed West Genesee staff who taught summer school for the previous three (3) years will be contacted.
4. By May 1 the District will post all known vacant positions. The posting will last at least through May 15.
5. Preference for the filling of vacancies on the summer school staff will be given to qualified teachers presently employed within the West Genesee School District.
6. The above consideration shall not preclude the employment of outside personnel who through special qualifications might enrich the program.
7. Contracts for summer school teaching assignments shall be offered by June 1 of each year. It is understood that contracts become void if there are not enough registrations to warrant the class or the annual budget is not accepted by voters.

G. Extended School Day

1. The need for an Extended School Day program is recognized and will be implemented as facilities, staff and finances permit.
2. Insofar as possible teachers shall not be assigned to teach in subject areas where they lack certification.
3. By April 15 all presently employed West Genesee staff who taught in the Extended School Day for the previous three (3) years will be contacted.
4. By May 1 the District will post all known vacant positions. The posting will last at least through May 15.
5. Preference for filling the vacancies on the Extended School Day staff will be given to qualified teachers presently employed within the West Genesee School District.
6. The above consideration shall not preclude the employment of outside personnel who through special qualifications might enrich the program.
7. Contracts for Extended School Day teaching assignments shall be offered by June 1 of each year. It is understood that contracts become void if there are not enough registrations to warrant the class.
8. Pay for teaching one (1) course (i.e., two [2] sessions per week, ninety [90] minutes each) will be at the rate of one seventh (1/7th) of the current salary schedule.
9. Insofar as possible no teacher shall teach more than two (2) subjects/courses during the assigned period.

Article VIII (contd)

10. Each teacher is allowed two (2) sessions per semester to be used for sick leave or personal leave to accumulate to four (4) sick leave or personal leave sessions in a given school year. There shall be no accumulation from year to year.
11. The salary will be paid monthly by separate checks apart from normal salary checks.

ARTICLE IX

A. Teacher-Superintendent Liaison Committee

1. The committee shall consist of eleven (11) faculty members designated by the Association and up to three (3) designees of the Superintendent (one of which may be the Superintendent), and one (1) person appointed by mutual agreement of the WGTA and the Superintendent to act as secretary.
2. The purpose of this committee shall be to act as a sounding board for the faculty members of the District.
3. The committee shall meet not less than once each six (6) weeks during the school year, such meetings to be called by the chief school administrator. Members shall be relieved at 3:20 p.m. on afternoon of meeting, such relief not to exceed two (2) per month. Assigning relief from the staff will be the responsibility of the building principal, provided he is notified at least twenty four (24) hours in advance of the meeting.
4. The cabinet of the WGTA shall be responsible for the selection of the committee members.
5. Items for an agenda for the meetings may be submitted by either party.

B. Teacher-Building Principal Liaison Committee

1. A teacher-principal liaison committee may be established for each school within the District, when requested by a majority of the teachers of the building or by the principal.
2. The purpose of the committee shall be to assist in the implementation of this Agreement, as well as to aid in the development of building practices and act as a sounding board for the faculty members of the building.
3. Committee to meet not less than once each six (6) weeks during the school year, such meetings to be called by the principal or majority of the teachers on the committee.

Article IX (contd)

4. Items for an agenda for the meetings may be submitted by either party.
5. Chairmanships of the committee shall be decided upon by the committee members.
6. The committee shall be responsible for the study revision of the Building Faculty Handbook each year and such committee may make advisory recommendations as to building workshops.

ARTICLE X

- A. For the duration of this Agreement this will provide as a minimum those aide positions which were used as support for instructional purposes in 1970-71. These shall be in addition to those provided for elsewhere in this Agreement. Teacher aides will be employed by the School District to assist teachers in such non-teaching duties as prescribed by section 80:33 of Regulations of Commissioner, to wit:
1. Managing records, materials and equipment;
 2. Attending to the physical needs of children; and
 3. Supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers.
- B. For the duration of this Agreement, aides will be provided for each school at least to the level listed in the following chart:

	<u>Elementary</u>	<u>Middle School and Stonehedge</u>	<u>Senior High</u>
General Assignment and Library Aides	50 hrs./week	100 hrs./week	200 hrs./week

This aide time will include library clerks, and some persons now serving in aide capacities but paid on secretarial salary scale.

Aides required per Article VI, B.1(a) shall be in addition to the above schedule.

ARTICLE XI

- A. Jury Duty
1. Jury duty is a civic responsibility which should be recognized and accepted by all citizens. Requests for exemption from duty will be made by District officials only under the following circumstances:
 - a) In the case of teachers involved in special areas of work for whom substitutes are not available.

Article XI (contd)

- b) Teachers at a critical time preceding final examinations where hardships may be worked upon students.
- 2. School personnel called for jury duty will continue to receive regular remuneration.

B. Leave Allowable for Attendance at Court

If a teacher's presence is required in court, the teacher shall be excused for the period demanded by the court without loss of pay. These days of absence are not to be deducted from the teacher's accumulated days of sick leave. Proof of the necessity for the court attendance shall be furnished to the building principal. This paragraph shall apply only where the teacher is not personally involved in the pending legal matter or, if the teacher is personally involved, where the litigation arises out of that teacher's employment with the District.

C. Leave Allowable for Attendance by Teachers at Conferences, Professional Meetings, etc.

On the approval of the Superintendent, teachers may be allowed to attend conferences and professional meetings without loss of pay, such days of attendance not to be deductible from the teacher's accumulated days of sick leave.

D. Pregnancy Disability

(1)

- 1. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided that her attending physician verifies in writing that she is capable of performing her professional obligations. Such verification will be provided to the superintendent or his designee on a monthly basis beginning with the sixth month of pregnancy. Such teacher shall have the right:
 - a) to return to active employment whenever, after delivery, her physician verifies in writing that she is capable of performing her professional obligations;
 - b) to use her accumulated sick leave benefits in the event that she is not capable of performing her professional obligations by reason of a medical disability as verified by her physician in connection with or resulting from her pregnancy.
- 2. If the District desires to verify the findings of the attending physician, it may do so through a physician of its own selection and at the expense of the District.
- 3. In the event of a professional difference of opinion between the District's physician and the teacher's attending physician, the final determination shall be made by a qualified physician selected by the Onondaga County Medical Association.

Article XI (contd)

4. Reasonable notice will be given by the teacher when she intends to leave and when she intends to return.

D. Child Rearing

(2)

1. In the case of a birth, or the adoption of a child of ten (10) years or less, a teacher, upon written request, will be granted a leave of absence up to two (2) years for child rearing purposes under the following conditions:
 - a) Requests shall be submitted at any time between the commencement of the pregnancy and six (6) months after the birth of the child. In the case of adoption, the request shall be made prior to the actual date of placement.
 - b) When the birth of a child is anticipated during the first two (2) months of the school year and a child rearing leave is being requested, such leave must commence at the beginning of the school year, or at the end of the physical disability caused by the childbirth, whichever is later. Where, pursuant to this subparagraph (b), the child rearing leave commences at the beginning of the school year, the following shall apply: During the period of actual physical disability caused by the pregnancy during such two (2) month period, the teacher shall receive all benefits of maternity disability.
 - c) Following such leave, the teacher may return only at the beginning of the school year or the semester break after three (3) months' advance written notice to the District. Unless the Board otherwise approves, such three (3) month notice period will be waived only if there is an unforeseeable and substantial change in circumstances. In such a case, the teacher will give notice as early as possible prior to the beginning of the school year or semester break involved.
 - d) All child rearing leaves will be without salary. Insurance benefits will be continued during such leave of absence only if the teacher assumes the total cost of such continued coverage. Such insurance benefits may be purchased through the District.
 - e) All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and previously accrued credits toward tenure and sabbatical leave eligibility, will be restored to the teacher upon his/her return, and the teacher will be assigned to the same position which (s)he held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.
 - f) Additional benefits will not be accumulated during the period of the leave.

Article XI (contd)

- g) In the case of a non-tenured teacher, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.
 - h) Upon return from such leave, the teacher will be placed on the salary step (s)he would have achieved in the year immediately following the commencement of the leave.
 - i) It shall be considered just cause for discharge for a teacher to engage in employment in excess of thirty (30) hours of work per week for any other employer(s) during such a leave of absence without the prior written consent of the District. If the District refuses permission for the teacher to engage in employment in excess of thirty (30) hours of work per week, the teacher shall be given the option of returning to the teacher's former position, or a substantially equivalent position, in the District.
2. In the case of an adoption of a child of ten (10) years of age or less, the teacher, upon request, will be granted up to twelve (12) leave days. These days will be deducted from the teacher's accumulated sick leave. These days, if requested, must be taken prior to any unpaid leave applied for in Section D(2)(1) above.

E. Visitation Day for Teachers

Teachers with clearly defined objectives, who wish to visit schools, must make application to the building principal and receive approval by building principal and superintendent. Days are not to be deducted from sick leave.

F. Leave for Personal Business and Religious Observance

1. A written application (presented at least twenty (24) hours in advance) for personal leave not to exceed three (3) days per year, will be honored as stipulated in the following explanation. The three (3) personal days are divided into categories:
- a) One (1) day may be used without reason, subject to these principles:
 - 1) Not for recreation
 - 2) Prior notice - twenty four (24) hours
 - 3) Subject to the manning requirements of the District.
 - b) Days may be used with the teacher checking the specific reason from this list. These days cannot be used for recreational purposes.

Attorney, mortgage or realtors office, where legal transaction requires the teacher's presence.

College graduation immediate family (one (1) day per incident)

Article XI (contd)

Marriage immediate family (one (1) day per incident)

Personal Business

Job Interview

College Visitation

Illness or death of close friend or family members not mentioned in Article XI, Section J.

Presence requested by governmental agency (e.g., State Education Dept., N.Y.S. Legislature)

Special religious holiday

Personal disaster making it physically impossible for teacher to report to work.

- c) One (1) day may be used with the teacher checking a box which states that one of the specific reasons listed in (b) above is applicable, but the teacher does not signify which one.

2. A teacher requesting a personal day the day before or the day after a vacation period must use the procedure outlined in (b) above.
3. Unused personal leave days will be added to accumulated unused sick leave.

G. Leave Allowable for Military Service

Any teacher called into military service by draft or who may be called into military service by reason of his/her reserve status shall be considered on leave of absence without pay and shall be subject to reinstatement at the expiration of the term of military service provided that (s)he shall give notice to the employer of his/her intent to return to his/her teaching position within sixty (60) days of date of discharge from military service. Any teacher subject to immediate draft may enlist (so as to enable that person to select his own branch of service) if this intention is made known to and is approved by the Board of Education, and shall receive the same protection regarding leave and reinstatement as given those teachers who may be called into service by reason of draft or military reserve status. Any person on such leave shall receive a maximum two (2) year increment for service time.

H. Policy Regarding Notification of Principals by Teachers in Event of Illness, etc.

A teacher who is forced to be absent from duty for reason of personal

Article XI (contd)

illness and/or other reasons aforementioned must notify his principal's office as early as possible or practicable. The teacher shall also notify the office of his school by 2:30 p.m. of his status for the following day (This shall not apply for extended absences).

I. Sick Leave

1. Sick leave for all teachers shall be twelve (12) days per year granted after the first day of attendance of the year, with the exception of a teacher who begins employment after September. Such teachers beginning employment after September shall be granted 1.2 days sick leave for each month remaining in the school year. This leave shall be cumulative.
2. Each teacher will be informed of his accrued number of days of sick leave upon his request.
3. After five (5) days of sick leave in any school year, the Superintendent may, at his discretion, require a physician's certification of illness for subsequent claims under sick leave provisions.
4. Two (2) days non-accumulative sick leave will be allowed for summer school.

J. Leave for Sickness or Death in Family

1. Teachers will be allowed five (5) days of absence per school year for each individual incident without loss of pay on account of critical illness or death in the immediate family (severe or hospitalization).
2. Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law or father-in-law, sister or brother, or person occupying the position of parent.
3. These days will be deducted from the accumulated sick leave.
4. Upon written application, the District will grant up to an additional five (5) unpaid leave days for illness or death in the immediate family.

K. Leave for Death of Relatives

One (1) day deductible leave from teacher's accumulated days of sick leave shall be allowed for absence due to death of uncle, aunt, cousin, nephew, niece, grandparent, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

Article XI (contd)

L. Leave Allowable Due to Injury Incurred in Line of Duty

In the event of absence due to injury incurred in performance of duty:

1. Provisions of Workers' Compensation law shall be followed.
2. Days of absence due to injury in performance of duty are not to be deducted from the teacher's accumulated sick leave. In cases where reimbursement under Workers' Compensation applies, the School District will pay the employee the difference between the amount received under compensation and the employee's salary so as to insure full pay during the period allowed for absence from duty. The employer may at its discretion increase the number of days absence allowed on this account.

M. Leave of Absence

1. Short term leaves of absence - Short term leaves of absence will be defined as those leaves that are normally less than one (1) semester in length.
 - a) The District may grant, at its discretion, short term leaves of absence without pay for the following reasons:
 - i) In an emergency situation, either immediately preceding or immediately following a vacation period of five (5) school days or more.
 - ii) To attend a business meeting with spouse, where required.
 - b) The District may, at its discretion, grant short term leaves of absence, either with or without pay, upon application by a member of the teaching staff for whatever other reasons it deems appropriate.
2. Long term leaves of absence - Long term leaves of absence will be defined as those leaves which are normally one (1) semester in length or longer.
 - a) The District will grant long term unpaid leaves of absence for the following reasons:
 - i) Illness in the immediate family requiring the services of the teacher.
 - ii) Professional study.
 - iii) Exploring job opportunities, except where the teacher has accepted a permanent position elsewhere.

Article XI (contd)

- b) The District may, at its discretion, grant long term unpaid leaves of absence, either with or without pay, upon application by a member of the teaching staff. The leave may be granted for the following reasons (but not necessarily limited to these reasons):
 - i) Travel for professional improvement.
 - ii) Professional improvement for special assignment or duty.
- c) For all long term leaves of absence, the maximum leave shall be one (1) year (Sept. to Sept.), and except for illness or death in the family, must start and terminate at the end of a semester.
- d) For all long term leaves of absence, except illness or death in the family, a written application must be presented at least thirty (30) days in advance. In demonstrable hardship cases, the District may, at its discretion, waive the thirty (30) day notification.

N. Sabbatical Leave

- 1. The Board and WGTA agree to continue the Sabbatical Leave Program.
- 2. It is agreed the Sabbatical Leave policy shall comply with the following conditions:
 - a) Objective - Sabbatical Leave is granted for the purpose of increasing the professional competence of the individual, thus raising the quality of the instructional staff. Such improvement may come about through study or research beyond levels required by certification, in areas related to the individual's field.
 - b) Eligibility
 - 1) Applicant must have completed seven (7) consecutive years of service in the West Genesee system.
 - 2) Applicant must have completed a Master's degree, or its equivalent, and must be permanently certified in position held.
 - 3) Thirty six (36) approved graduate hours will be regarded as the equivalent of a Master's degree for purposes of Sabbatical Leave only.
 - c) Term and Salary
 - 1) Two (2) consecutive semesters or one (1) semester at three fourths (3/4) salary will be allowed.

Article XI (contd)

- 2) Salary will be paid in same manner as when teaching.
- 3) All benefits, such as retirement contributions, insurance, etc., will continue.
- 4) The period of time spent on Sabbatical Leave will count as teaching service for salary purposes.

d) Special Conditions

- 1) The individual who accepts a Sabbatical Leave must agree to return to the District for a period of two (2) consecutive years following the leave. In the event the recipient does not remain in this District following the leave, the salary advanced must be repaid on a prorated basis (0 years - 100%; 1 year - 50%).
- 2) A Sabbatical Leave will not be granted within three (3) years of any other academic year leave of absence.
- 3) Recipient of a Sabbatical Leave will not be eligible again until seven (7) years of continuous employment by the District after expiration of first leave.
- 4) Leave will be granted to a maximum of two (2) full-time persons or its equivalent.
- 5) Application must be made between February 15 and March 15, for the following year. Applications must be made in writing directly to the Superintendent of Schools. The Superintendent of Schools will notify the applicant by May 15 as to the acceptability of the application.
- 6) A written report from the recipient is required at the end of each semester of the Sabbatical Leave. A guide for the form in which the report is to be made will be furnished by the District.

e) Selection

- 1) All applications for a leave will be reviewed by a committee of five (5) persons, one (1) of whom must be in an administrative or supervisory position, four (4) of whom

Article XI (contd)

shall be teachers in the District. At least one (1) teacher shall be from the elementary schools, and at least one (1) shall be from the secondary schools.

- 2) The choice of teacher representatives shall, be the responsibility of the West Genesee Teachers' Association. The administrative representative shall be chosen by the administrative staff.
- 3) The committee will review abstracts of application, without candidates' names attached, and shall indicate whether the application meets all requirements for approval. A rank order of acceptability shall be established for those applications which are regarded as suitable.
- 4) A report of the findings of the committee shall be forwarded to the superintendent of schools. It shall be his duty to act on the application and make recommendations to the Board of Education.
- 5) It is understood that the final selection is the responsibility of the superintendent, and approval by the Board of Education is required before leave is authorized.

O. Sick Leave for Prolonged Illness

The following conditions and procedures shall apply with respect to sick leave for prolonged illness:

1. Must expend all accumulated sick time plus a loss of pay for the next ten (10) consecutive school days before eligible for sick bank.
2. A teacher may contribute no more than three (3) sick days per year.
3. The rate of compensation to the teacher using this provision will be based on Step 1 of the BA scale.
4. The maximum number of days which may be utilized under this section by any one individual in any one circumstance shall be seventy (70).
5. The Superintendent and the President of WGTA shall establish procedure for the smooth implementation of the sick leave.
6. Superintendent of Schools and President of WGTA shall consult on each application prior to submission to the cabinet of the WGTA.

Procedure:

1. Such requests will be sent to the President of the Association in writing and include the following information:

Article XI (contd)

- a) Nature of the illness
 - b) Physician's recommendation
 - c) Estimate of the number of additional sick leave days needed.
2. If the cabinet of the Association deems the request justifiable, they may appeal to the membership for a donation of sick leave days. Such donations will be made in the form of promissory pledge by each contributing member of a specified number of sick leave days, in each individual case. The Board shall appoint an association member as "banker" for the case.
 3. The Association will present its findings to the Superintendent or his designated representative, along with a letter of request, the physician's recommendation and the number of days donated by the teacher membership.
 4. The Superintendent shall review each individual case and make his recommendation to the Board of Education.
 5. The sick days pledged shall be used on a rotating schedule as equitable to all donors as possible. Upon the termination of each individual case, all unused days pledged will be returned to the donors. At this time each donor will receive a written statement of his account if requested.

ARTICLE XII

- A. The Board and the WGTA recognize that cooperative planning and action between the student body and the faculty and administration is necessary for the development of a healthy environment and a happy student body.
- B. Student Discipline
 1. Each teacher shall be responsible for the discipline of his classroom. Assistance or advice may be given by the principal, supervisor, director, or department chairman.
 2. Referral to Principal
 - a) The WGTA and the Board agree that a teacher may order removed from the classroom or other areas of supervision and referred to the principal any pupil whose conduct is detrimental to the learning process in class or whose conduct is contrary to the accepted standards of good behavior on school property.

- b) As soon as practicable but not later than the end of the school day, the teacher initiating removal shall present to the principal written report of the incident on the appropriate form.
- c) Principal shall make the decision as to disposal of the case. The teacher shall be notified of the disposal of the case, and may consult with the principal regarding the matter.
- d) A continuous record of discipline cases shall be maintained by the principal's office for the use of the school staff.

ARTICLE XIII
STUDENT TEACHERS

- A. The WGTA and the employer agree to cooperate in a student teaching program in the District under the following conditions:
 - 1. The program as conducted by the teacher training institution shall be satisfactory to the District, the administration, and the Teachers' Association.
 - 2. Teachers accepting student teachers will do so voluntarily.
 - 3. Cooperating teachers must have three (3) years service at West Genesee except where special permission is granted by the Superintendent, or unless they are involved in the Syracuse University-West Genesee Teaching Center.
 - 4. Principals shall determine the cooperating teachers in accordance with Item 2 above.
 - 5. Cooperating teachers shall have one (1) student teacher per year except where special permission is granted by the Superintendent, or unless they are involved in the Syracuse University-West Genesee Teaching Center.

ARTICLE XIV

- A. The Board and the WGTA agree to an evaluation policy for the members of the professional staff based upon the following considerations.
 - 1. The purpose of teacher evaluation is to obtain the improvement of instruction so as to enhance the learning situation for the student.
 - 2. The procedures and criteria of evaluation can be used as a basis for the release of an unqualified teacher or the promotion of a highly effective teacher.
 - 3. Teachers in the senior high school shall be evaluated by a team consisting of the principal or assistant principals, or other qualified persons, and the building chairman.

Article XIV (contd)

4. Teachers in the middle school shall be evaluated by a team consisting of the principal or other qualified persons.
5. Teachers in the elementary schools shall be evaluated by the principal, elementary supervisor, or other qualified persons.
6. Full period classroom visitations are recommended. All teachers shall be visited not less than twice in one year for the purpose of evaluation. These visitations can be made by any member of the team, but it is suggested that both visits be made by the same team member. The total number of visits, however, should be based on the needs of the teacher.
7. All teachers new to the District will be met by the building principal or another official evaluator for the purpose of explaining the manner in which observations will be made, the objectives of visits, the criteria used for evaluation, and other information useful to the teacher.
8. All visits for evaluation should be followed by a conference. Either the supervisor or the teacher may request the conference which should be held within five (5) school days of the time of the visit.
9. After the final visit for evaluation purposes each year, the principal or his designee shall discuss the final rating with the teacher no later than June 10. The principal or his designee who has rated the teacher, together with the teacher, shall sign the forms and they shall be placed in the teacher's file.
10. The preceding considerations and procedures are not designated to limit the scope of evaluation. They should provide a minimum standard, and their implementation should above all be consistent with the overall purpose of evaluation. In the event a teacher is rated unsatisfactory (Rating 1) or must improve (Rating 2) on his/her summary evaluation form, the evaluation shall indicate the general nature of the weakness and recommendations as to improvement.
11. A joint committee shall be established of administration and WGTA to consider participation of teachers in evaluation processes.
12. Forms are included in appendix.
13. Physical Education, music and art teachers at the elementary school level shall be evaluated based on observations of the teacher working at both the primary (K-3) and intermediate (4-6), (or 4-5 while under the K-5 alignment) level, provided such teacher normally teaches at both primary and intermediate levels.

ARTICLE XIV (contd)

- B. Binding arbitration under this article shall be limited to questions of procedure. Advisory arbitration will apply to disputes over the accuracy or substance of teacher evaluations or any action taken pursuant thereto.
- C. A joint committee shall be established of Administration and WGTA appointees to review the teacher evaluation process and forms. Any proposed updates, recommendations and/or revisions must be approved by the WGTA Cabinet and the District before being implemented. If not approved, the present contract language and forms remain as is.

ARTICLE XV
TEACHER ETHICS AND DISCIPLINE

- A. The WGTA and the Board agree that teachers shall be governed by the rules of professional ethics, as developed by the members of the professional group and accepted by the Board of Education.
- B. The Board and the WGTA agree that questions considered by the Board to involve matters of professional conduct or ethics as established in the WGTA code of professional ethics will be referred to the WGTA for study and interpretation through the Professional Conduct Committee before action is taken thereon by the Board. This provision may be suspended in some cases involving major infractions or violations of the New York State Tenure Law.
- C. The PC Committee of the WGTA shall have the power to recommend to the Board of Education punitive actions against members of the negotiating unit for unethical or unprofessional conduct. The maximum penalty that can be recommended by the PCC shall be a two (2) week suspension without pay. The committee may also recommend such other punitive measures as censure by the Board or other appropriate action. The Board may accept the recommendation of the PCC and carry it out unless the recommendation is appealed by the aggrieved member. The aggrieved member shall be notified in writing by the WGTA that he has the right to appeal within ten (10) days after the decision of the PCC is announced. A copy of the notice will be provided the clerk of the Board of Education. If such appeal is made within said ten (10) days, the Board shall take the case under advisement, and act as the final authority in the issue.
- D. When a case has been referred by the Board of Education and the WGTA Professional Conduct Committee is unable to arrive at a decision, or if after a sufficient lapse of time it is the judgment of the Superintendent that reasonable efforts have not been exercised in seeking a solution to the question by the WGTA, the Board shall reserve the right to act independently in the case.

ARTICLE XVI

A. Orientation Program

1. If the anticipated number of new teachers to begin teaching in the District in September is ten (10) or more, then a committee of six (6) shall be established by the WGTA and the chief school administrator to investigate this area, and to make recommendations to the Superintendent.
2. The committee shall consist of four (4) named by WGTA and two (2) by the Chief School Administrator. Cochairmen shall be selected, one (1) from each group.
3. The committee shall be responsible for the study and revision of the District faculty handbook each year.

B. In-service Training

1. The Board and the WGTA agree that professional travel, in-service training, visiting days and activities in study councils are a very necessary part of the teacher professional improvement program.
2. The WGTA and the Chief School Administrator shall name a committee of six (6), four (4) members to be named by the WGTA and two (2) by the Superintendent.
3. The committee shall be empowered to examine the future in-service needs of the District and to make recommendations to the Superintendent as to the best procedure for implementing programs to meet these needs.

C. Insurance

1. All members of the staff shall receive a brochure by November 1 which describes all health and medical insurance information of value to the staff.
2. The brochure shall be published and distributed at District expense.
3. WGTA will have access to insurance data upon request, if available.

D. Textbook Selection

The WGTA and the Board agree that the selection of textbooks to be used in the District schools shall continue to be cooperatively arrived at through joint consultation among teachers, building chairmen, subject area coordinators and administrators, subject to final approval by the Board.

Article XVI (contd)

E. Health Examinations

All instructional personnel must have a physical examination upon their appointment. The examination may be by a school doctor at the District's expense according to the standard fee schedule set by the District or by the family doctor at the individual's expense. In either case, the examination must be reported on a form furnished by the School District.

F. Class Coverage

The employer agrees, in principle, that teachers during their conference and planning period should not be requested to take the class of an absent teacher. The principal in each school will develop a plan which will, to the extent possible, eliminate such requests.

G. Release Time for PSEN and IEP Conferences

Release time will be provided by the District for all PSEN and IEP Conferences, where deemed appropriate by District.

H. Substitute Folders

All teachers will be required to maintain a substitute folder. The information to be included in the folder will be determined by the building principal's liaison committee with input from department chairpersons, subject area coordinators and grade level chairpersons where appropriate.

I. Work Schedules for Special Areas

All work schedules for special areas (e.g., art, music, special education, etc.) will be approved by the Building Principal.

ARTICLE XVII

- A. No teacher having tenure with the District will be disciplined (e.g., formal disciplinary materials placed in a teacher's personnel file), discharged, suspended, or will have adverse material placed in their personnel file, without just cause. This shall not apply to personal oral admonitions or the content of written evaluations. It is further understood that the concept of just cause shall include considerations which affect the educational process.
- B. A party claiming a violation of this section will have said claim processed under Article II of this Agreement. Said claim may proceed to arbitration if and when said party files a written waiver of any other hearing, court proceeding, or related rights under the Education Law or other applicable New York State or Federal Law prior to the submission of a Demand for Arbitration.

ARTICLE XVII (contd)

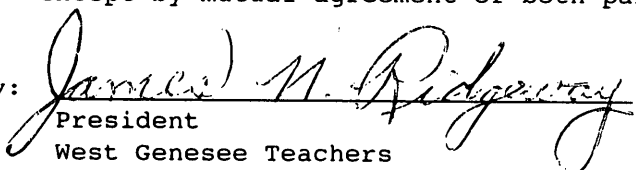
- C. It is understood, however, that the Board shall retain as allowed by law sole and exclusive discretion to determine whether a probationary or non-tenured teacher will be terminated, up to and including the contractually specified date for notification of said termination (Article VIII, (D)(2)) in the second full year of a probationary teacher's employment. In such cases, said teacher may not raise any question concerning his/her termination in the binding arbitration procedures specified in the Agreement or under this just cause article of this Agreement.
- D. A probationary, non-tenured teacher, however, may utilize the above mentioned "just cause" provision as it pertains to District action taken after the above mentioned notification date (March 15 of the second year of employment*) has expired without notification of termination being given.

* See Article VIII(D)(2).

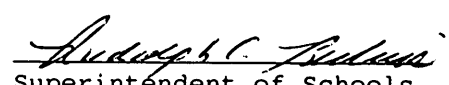
ARTICLE XVIII

- A. The instructional unit shall be defined as: teachers, nurses, psychologists and social workers, except Superintendent, Assistant Superintendents, Principals, Assistant Principals, Elementary Supervisor, full-time coordinators or directors.
- B. This Agreement shall become effective JULY 1, 1995 through JUNE 30, 1998, and shall continue in full force and effect from year to year until amended in accordance with paragraph (C) below.
- C. In the event either party wishes to amend this Agreement, written notice may be given not later than FEBRUARY 1, 1998. Negotiations concerning such proposed amendments shall commence not prior to the following March 1. Amendments resulting from such negotiations shall take effect beginning that following July 1. Any provisions not reopened by either party shall be automatically renewed as provided. Nothing contained in this paragraph shall be construed to preclude the introduction of new matters for negotiation unless mutually agreed upon.
- D. In the event that legislation is enacted to change any conditions of this Agreement, the provisions of that legislation shall become part of this Agreement.
- E. This Agreement contains the entire Agreement between the parties on the subject matters set forth herein, and shall not be modified or amended except by mutual agreement of both parties as per ARTICLE I.L.

By:


President
West Genesee Teachers
Association

By:


Superintendent of Schools
West Genesee Central
Schools

-54-
APPENDIX A

09-Feb-95

1995-96 SALARY SCHEDULE \$504 per six hour block beyond
BA+60, HA+60 or CAS

Step	BA	6	12	18	24	30	36	42	48	54	60
1	30,808	31,302	31,797	32,291	32,785	33,278	33,774	34,267	34,759	35,255	35,749
2	31,107	31,606	32,106	32,604	33,103	33,601	34,102	34,600	35,097	35,597	36,096
3	31,523	32,022	32,522	33,020	33,519	34,017	34,518	35,016	35,513	36,013	36,512
4	31,956	32,454	32,954	33,453	33,952	34,450	34,950	35,448	35,946	36,446	36,945
5	32,405	32,911	33,418	33,924	34,429	34,936	35,442	35,947	36,452	36,960	37,465
6	32,863	33,376	33,888	34,401	34,915	35,428	35,940	36,454	36,967	37,480	37,993
7	33,324	33,846	34,365	34,884	35,404	35,925	36,445	36,965	37,485	38,006	38,526
8	34,029	34,560	35,093	35,623	36,155	36,687	37,216	37,749	38,279	38,810	39,342
9	34,672	35,212	35,753	36,295	36,837	37,377	37,918	38,460	39,001	39,542	40,084
16	35,001	35,549	36,095	36,641	37,186	37,735	38,280	38,827	39,373	39,919	40,466
17	36,373	36,920	37,466	38,014	38,559	39,105	39,652	40,198	40,745	41,291	41,838
18	37,701	38,246	38,793	39,340	39,886	40,431	40,980	41,525	42,071	42,617	43,163
19	39,088	39,634	40,181	40,726	41,274	41,820	42,368	42,914	43,458	44,006	44,552
20	40,460	41,005	41,554	42,099	42,645	43,192	43,738	44,285	44,831	45,378	45,923
21	41,919	42,464	43,011	43,558	44,103	44,651	45,196	45,744	46,289	46,837	47,382
22	43,525	44,071	44,617	45,164	45,709	46,257	46,803	47,349	47,895	48,443	48,989
23	45,104	45,649	46,197	46,743	47,290	47,836	48,381	48,928	49,475	50,022	50,567
24	46,677	47,223	47,771	48,317	48,863	49,409	49,955	50,502	51,049	51,595	52,141
25	48,445	48,990	49,535	50,083	50,628	51,176	51,722	52,269	52,814	53,362	53,908
26	50,136	50,682	51,230	51,776	52,321	52,869	53,413	53,960	54,507	55,053	55,599
27	51,860	52,407	52,953	53,500	54,046	54,593	55,139	55,684	56,233	56,778	57,324
28	53,612	54,158	54,705	55,251	55,798	56,345	56,891	57,436	57,982	58,530	59,076
29	55,349	55,896	56,441	56,990	57,535	58,080	58,628	59,173	59,721	60,267	60,814
30	56,911	57,457	58,004	58,550	59,095	59,643	60,189	60,734	61,282	61,828	62,374
31	58,557	59,105	59,650	60,197	60,743	61,290	61,836	62,382	62,929	63,474	62,711
32	60,856	61,401	61,948	62,493	63,041	63,587	64,134	64,680	65,225	65,772	66,319
33						65,248	65,796	66,344	66,893	67,440	67,989

-55-
APPENDIX A

09-Feb-95

1993-96 SALARY SCHEDULE \$544 per six hour block beyond
BA+60, HA+60 or CAS

Step	HA	6	12	18	24	30	36	42	48	54	60	CAS
1	33,671	34,165	34,660	35,153	35,646	36,141	36,635	37,128	37,623	38,117	38,610	36,563
2	33,998	34,497	34,996	35,494	35,992	36,492	36,991	37,489	37,988	38,487	38,984	36,918
3	34,414	34,913	35,412	35,910	36,408	36,908	37,407	37,905	38,404	38,903	39,400	37,334
4	34,846	35,345	35,845	36,343	36,841	37,340	37,839	38,338	38,837	39,336	39,833	37,767
5	35,337	35,844	36,349	36,856	37,361	37,866	38,373	38,877	39,386	39,889	40,395	38,298
6	35,834	36,348	36,861	37,373	37,886	38,399	38,913	39,425	39,938	40,451	40,966	38,838
7	36,338	36,858	37,377	37,900	38,418	38,939	39,458	39,981	40,499	41,020	41,539	39,381
8	37,108	37,639	38,170	38,699	39,231	39,761	40,294	40,825	41,357	41,888	42,417	40,216
9	37,806	38,348	38,889	39,431	39,970	40,513	41,055	41,595	42,136	42,677	43,218	40,974
16	38,166	38,713	39,260	39,805	40,352	40,899	41,446	41,991	42,538	43,084	43,630	41,366
17	39,541	40,086	40,635	41,180	41,727	42,273	42,820	43,366	43,911	44,459	45,004	42,723
18	40,914	41,459	42,006	42,553	43,100	43,645	44,191	44,739	45,284	45,831	46,377	44,078
19	42,489	43,035	43,581	44,128	44,674	45,220	45,767	46,314	46,859	47,407	47,952	45,439
20	44,078	44,625	45,171	45,718	46,264	46,809	47,355	47,902	48,449	48,994	49,542	48,168
21	45,803	46,350	46,895	47,441	47,988	48,534	49,080	49,627	50,174	50,721	51,267	50,406
22	47,611	48,156	48,704	49,249	49,797	50,343	50,889	51,435	51,981	52,529	53,074	52,723
23	49,433	49,981	50,527	51,073	51,619	52,165	52,711	53,258	53,805	54,351	54,897	55,001
24	51,262	51,809	52,354	52,901	53,448	53,994	54,540	55,087	55,631	56,178	56,725	57,011
25	53,058	53,603	54,152	54,697	55,242	55,790	56,335	56,883	57,429	57,976	58,521	59,071
26	54,895	55,444	55,989	56,535	57,081	57,627	58,174	58,720	59,269	59,814	60,360	60,880
27	56,705	57,251	57,797	58,344	58,891	59,437	59,983	60,530	61,076	61,622	62,169	62,720
28	58,499	59,046	59,593	60,139	60,685	61,231	61,778	62,324	62,870	63,417	63,964	64,542
29	60,326	60,873	61,419	61,964	62,513	63,057	63,604	64,150	64,698	65,243	65,788	66,355
30	62,166	62,712	63,258	63,805	64,351	64,898	65,444	65,992	66,537	67,083	67,630	68,165
31	63,932	64,481	65,026	65,573	66,119	66,666	67,212	67,757	68,305	68,850	69,397	70,108
32	65,771	66,318	66,864	67,410	67,957	68,503	69,049	69,597	70,142	70,688	71,234	71,521
33	67,870	68,417	68,963	69,510	70,056	70,604	71,151	71,701	72,248	72,797	73,344	73,492
34						72,460	73,006	73,555	74,102	74,652	75,198	75,463

-56-
APPENDIX A

10-Feb-95

1995-96 COACHES SALARY SCHEDULE

Step	BA	6	12	18	24	30
1	30,808	31,302	31,797	32,291	32,785	33,278
2	31,107	31,606	32,106	32,604	33,103	33,601
3	31,523	32,022	32,522	33,020	33,519	34,017
4	31,956	32,454	32,954	33,453	33,952	34,450
5	32,405	32,911	33,418	33,924	34,429	34,936
6	32,863	33,376	33,888	34,401	34,915	35,428
7	33,324	33,846	34,365	34,884	35,404	35,925
8	34,029	34,560	35,093	35,623	36,155	36,687
9	34,672	35,212	35,753	36,295	36,837	37,377
10	35,001	35,549	36,095	36,641	37,186	37,735
11	36,373	36,920	37,466	38,014	38,559	39,105
12	37,701	38,246	38,793	39,340	39,886	40,431
13	39,088	39,634	40,181	40,726	41,274	41,820

1995-96 CO-CURRICULAR SALARY SCHEDULE

Step	
1	30,808
2	31,107
3	31,523
4	31,956
5	32,405
6	32,863
7	33,324
8	34,029
9	34,672

-57-
APPENDIX A

09-Feb-95

1996-97 SALARY SCHEDULE \$566 per six hour block beyond
BA+60, MA+60 or CAS

Step	BA	6	12	18	24	30	36	42	48	54	60
1	31,732	32,241	32,751	33,260	33,769	34,276	34,787	35,295	35,802	36,313	36,821
2	32,040	32,554	33,069	33,583	34,096	34,609	35,125	35,638	36,149	36,665	37,179
3	32,351	32,870	33,390	33,908	34,427	34,945	35,466	35,984	36,501	37,021	37,540
4	32,784	33,303	33,823	34,341	34,860	35,378	35,899	36,417	36,934	37,454	37,972
5	33,234	33,752	34,272	34,791	35,310	35,828	36,348	36,866	37,384	37,904	38,423
6	33,701	34,227	34,755	35,281	35,806	36,333	36,860	37,385	37,910	38,438	38,964
7	34,178	34,711	35,244	35,777	36,312	36,845	37,378	37,912	38,446	38,979	39,513
8	34,657	35,200	35,740	36,279	36,820	37,362	37,903	38,444	38,984	39,526	40,067
9	35,390	35,942	36,497	37,048	37,601	38,154	38,705	39,259	39,810	40,362	40,916
10	36,059	36,620	37,183	37,747	38,310	38,872	39,435	39,998	40,561	41,124	41,687
17	36,401	36,971	37,539	38,107	38,673	39,244	39,811	40,380	40,948	41,516	42,085
18	37,028	38,397	38,965	39,535	40,101	40,669	41,238	41,806	42,375	42,943	43,512
19	39,209	39,776	40,345	40,914	41,481	42,048	42,619	43,186	43,754	44,322	44,890
20	40,652	41,219	41,788	42,355	42,925	43,493	44,063	44,631	45,196	45,766	46,334
21	42,078	42,645	43,216	43,783	44,351	44,920	45,488	46,056	46,624	47,193	47,760
22	43,596	44,163	44,731	45,300	45,867	46,437	47,004	47,574	48,141	48,710	49,277
23	45,266	45,834	46,402	46,971	47,537	48,107	48,675	49,243	49,811	50,381	50,949
24	46,908	47,475	48,045	48,613	49,182	49,749	50,316	50,885	51,454	52,023	52,590
25	48,544	49,112	49,682	50,250	50,818	51,385	51,953	52,522	53,091	53,659	54,227
26	50,383	50,950	51,516	52,086	52,653	53,223	53,791	54,360	54,927	55,496	56,064
27	52,141	52,709	53,279	53,847	54,414	54,984	55,550	56,118	56,687	57,255	57,823
28	53,934	54,503	55,071	55,640	56,208	56,777	57,345	57,911	58,482	59,049	59,617
29	55,756	56,324	56,893	57,461	58,030	58,599	59,167	59,733	60,301	60,871	61,439
30	57,563	58,132	58,699	59,270	59,836	60,403	60,973	61,540	62,110	62,678	63,247
31	59,187	59,755	60,324	60,892	61,459	62,029	62,597	63,163	63,733	64,301	64,869
32	60,899	61,469	62,036	62,605	63,173	63,742	64,309	64,877	65,446	66,013	66,581
33	63,290	63,857	64,426	64,993	65,563	66,130	66,699	67,267	67,834	68,403	68,972
34						67,858	68,428	68,998	69,569	70,138	70,709

-58-
APPENDIX A

09-Feb-95

1996-97 SALARY SCHEDULE

\$566 per six hour block beyond

BA+60, HA+60 or CAS

Step	HA	6	12	18	24	30	36	42	48	54	60	CAS
1	34,681	35,190	35,700	36,208	36,715	37,225	37,734	38,242	38,752	39,261	39,768	37,660
2	35,018	35,532	36,046	36,559	37,072	37,587	38,100	38,613	39,128	39,642	40,154	38,026
3	35,358	35,877	36,396	36,914	37,432	37,952	38,471	38,989	39,508	40,026	40,543	38,395
4	35,791	36,310	36,828	37,346	37,864	38,384	38,903	39,421	39,940	40,459	40,976	38,827
5	36,240	36,759	37,279	37,797	38,315	38,834	39,353	39,872	40,390	40,909	41,426	39,278
6	36,750	37,278	37,803	38,330	38,855	39,381	39,908	40,432	40,961	41,485	42,011	39,830
7	37,267	37,802	38,335	38,868	39,401	39,935	40,470	41,002	41,536	42,069	42,605	40,392
8	37,792	38,332	38,872	39,416	39,955	40,497	41,036	41,580	42,119	42,661	43,201	40,956
9	38,592	39,145	39,697	40,247	40,800	41,351	41,906	42,458	43,011	43,564	44,114	41,825
10	39,318	39,882	40,445	41,008	41,569	42,134	42,697	43,259	43,821	44,384	44,947	42,613
17	39,693	40,262	40,830	41,397	41,966	42,535	43,104	43,671	44,240	44,807	45,375	43,021
18	41,123	41,689	42,260	42,827	43,396	43,964	44,533	45,101	45,667	46,237	46,804	44,432
19	42,551	43,117	43,686	44,255	44,824	45,391	45,959	46,529	47,095	47,664	48,232	45,841
20	44,189	44,756	45,324	45,893	46,461	47,029	47,598	48,167	48,733	49,303	49,870	47,257
21	45,841	46,410	46,978	47,547	48,115	48,681	49,249	49,818	50,387	50,954	51,524	50,095
22	47,635	48,204	48,771	49,339	49,908	50,475	51,043	51,612	52,181	52,750	53,318	52,464
23	49,515	50,082	50,652	51,219	51,789	52,357	52,925	53,492	54,060	54,630	55,197	54,832
24	51,410	51,980	52,548	53,116	53,684	54,252	54,819	55,388	55,957	56,525	57,093	57,201
25	53,312	53,881	54,448	55,017	55,586	56,154	56,722	57,290	57,856	58,425	58,994	59,291
26	55,180	55,747	56,318	56,885	57,452	58,022	58,588	59,158	59,726	60,295	60,862	61,434
27	57,091	57,662	58,229	58,796	59,364	59,932	60,501	61,069	61,640	62,207	62,774	63,315
28	58,973	59,541	60,109	60,678	61,247	61,814	62,382	62,951	63,519	64,087	64,656	65,229
29	60,839	61,408	61,977	62,545	63,112	63,680	64,249	64,817	65,385	65,954	66,523	67,124
30	62,739	63,308	63,876	64,443	65,014	65,579	66,148	66,716	67,286	67,853	68,420	69,009
31	64,653	65,220	65,788	66,357	66,925	67,494	68,062	68,632	69,198	69,766	70,335	70,892
32	66,489	67,060	67,627	68,196	68,764	69,333	69,900	70,467	71,037	71,604	72,173	72,912
33	68,402	68,971	69,539	70,106	70,675	71,243	71,811	72,381	72,948	73,516	74,083	74,382
34	70,585	71,154	71,722	72,290	72,858	73,428	73,997	74,569	75,138	75,709	76,278	76,432
35						75,358	75,926	76,497	77,066	77,638	78,206	78,482

APPENDIX A

10-Feb-95

1996-97 COACHES SALARY SCHEDULE

Step	BA	6	12	18	24	30
1	31,732	32,241	32,751	33,260	33,769	34,276
2	32,040	32,554	33,069	33,583	34,096	34,609
3	32,351	32,870	33,390	33,908	34,427	34,945
4	32,784	33,303	33,823	34,341	34,860	35,378
5	33,234	33,752	34,272	34,791	35,310	35,828
6	33,701	34,227	34,755	35,281	35,806	36,333
7	34,178	34,711	35,244	35,777	36,312	36,845
8	34,657	35,200	35,740	36,279	36,820	37,362
9	35,390	35,942	36,497	37,048	37,601	38,154
10	36,059	36,620	37,183	37,747	38,310	38,872
11	36,401	36,971	37,539	38,107	38,673	39,244
12	37,828	38,397	38,965	39,535	40,101	40,669
13	39,209	39,776	40,345	40,914	41,481	42,048
14	40,652	41,219	41,788	42,355	42,925	43,493

1996-97 COACHES SALARY SCHEDULE

Step	
1	31,732
2	32,040
3	32,351
4	32,784
5	33,234
6	33,701
7	34,178
8	34,657
9	35,390
10	36,059

-60-
APPENDIX A

13-Feb-95

1997-98 SALARY SCHEDULE \$589 per six hour block beyond

Step	BA+60, HA+60 or CAS										
	BA	6	12	18	24	30	36	42	48	54	60
1	32,684	33,208	33,734	34,258	34,782	35,304	35,831	36,354	36,876	37,402	37,926
2	33,001	33,531	34,061	34,590	35,120	35,647	36,178	36,707	37,234	37,766	38,294
3	33,322	33,856	34,392	34,926	35,460	35,993	36,530	37,064	37,595	38,132	38,666
4	33,645	34,185	34,726	35,264	35,804	36,343	36,885	37,423	37,961	38,502	39,042
5	34,095	34,635	35,176	35,715	36,254	36,793	37,335	37,874	38,411	38,952	39,491
6	34,563	35,102	35,643	36,183	36,722	37,261	37,802	38,341	38,879	39,420	39,960
7	35,049	35,596	36,145	36,692	37,238	37,786	38,334	38,880	39,426	39,976	40,523
8	35,545	36,099	36,654	37,208	37,764	38,319	38,873	39,428	39,984	40,538	41,094
9	36,043	36,608	37,170	37,730	38,293	38,856	39,419	39,982	40,543	41,107	41,670
10	36,806	37,380	37,957	38,530	39,105	39,680	40,253	40,829	41,402	41,976	42,553
11	37,501	38,085	38,670	39,257	39,842	40,427	41,012	41,598	42,183	42,769	43,354
18	37,857	38,450	39,041	39,631	40,220	40,814	41,403	41,995	42,586	43,177	43,768
19	39,341	39,933	40,524	41,116	41,705	42,296	42,888	43,478	44,070	44,661	45,252
20	40,777	41,367	41,959	42,551	43,140	43,730	44,324	44,913	45,504	46,095	46,686
21	42,278	42,868	43,460	44,049	44,642	45,233	45,826	46,416	47,004	47,597	48,187
22	43,761	44,351	44,945	45,534	46,125	46,717	47,308	47,898	48,489	49,081	49,670
23	45,340	45,930	46,520	47,112	47,702	48,294	48,884	49,477	50,067	50,658	51,248
24	47,077	47,667	48,258	48,850	49,438	50,031	50,622	51,213	51,803	52,396	52,987
25	48,784	49,374	49,967	50,558	51,149	51,739	52,329	52,920	53,512	54,104	54,694
26	50,486	51,076	51,669	52,260	52,851	53,440	54,031	54,623	55,215	55,805	56,396
27	52,398	52,988	53,577	54,169	54,759	55,352	55,943	56,534	57,124	57,716	58,307
28	54,227	54,817	55,410	56,001	56,591	57,183	57,772	58,363	58,954	59,545	60,136
29	56,091	56,683	57,274	57,866	58,456	59,048	59,639	60,227	60,821	61,411	62,002
30	57,986	58,577	59,169	59,759	60,351	60,943	61,534	62,122	62,713	63,306	63,897
31	59,866	60,457	61,047	61,641	62,229	62,819	63,412	64,002	64,594	65,185	65,777
32	61,554	62,145	62,737	63,328	63,917	64,510	65,101	65,690	66,282	66,873	67,464
33	63,335	63,928	64,517	65,109	65,700	66,292	66,881	67,472	68,064	68,654	69,248
34	65,822	66,411	67,003	67,593	68,186	68,775	69,367	69,958	70,547	71,139	71,731
35						70,572	71,165	71,758	72,352	72,944	73,537

-61-
APPENDIX A

13-Feb-95

1997-98 SALARY SCHEDULE \$589 per six hour block beyond
BA+60, MA+60 or CAS

Step	MA	6	12	18	24	30	36	42	48	54	60	CAS
1	35,721	36,246	36,771	37,294	37,816	38,342	38,866	39,389	39,915	40,439	40,961	38,790
2	36,068	36,598	37,128	37,656	38,184	38,714	39,243	39,772	40,302	40,831	41,359	39,166
3	36,419	36,953	37,488	38,021	38,555	39,090	39,624	40,158	40,693	41,228	41,760	39,547
4	36,772	37,312	37,852	38,391	38,929	39,470	40,010	40,549	41,088	41,627	42,165	39,931
5	37,223	37,762	38,301	38,840	39,379	39,919	40,459	40,998	41,538	42,077	42,615	40,380
6	37,690	38,229	38,770	39,309	39,848	40,387	40,927	41,467	42,006	42,545	43,083	40,849
7	38,220	38,769	39,315	39,863	40,409	40,956	41,504	42,049	42,599	43,144	43,691	41,423
8	38,758	39,314	39,868	40,423	40,977	41,532	42,089	42,642	43,197	43,752	44,309	42,008
9	39,304	39,865	40,427	40,993	41,553	42,117	42,677	43,243	43,804	44,367	44,929	42,594
10	40,136	40,711	41,285	41,857	42,432	43,005	43,582	44,156	44,731	45,307	45,879	43,498
11	40,891	41,477	42,063	42,648	43,232	43,819	44,405	44,989	45,574	46,159	46,745	44,318
18	41,281	41,872	42,463	43,053	43,645	44,236	44,828	45,418	46,010	46,599	47,190	44,742
19	42,768	43,357	43,950	44,540	45,132	45,723	46,314	46,905	47,494	48,086	48,676	46,209
20	44,253	44,842	45,433	46,025	46,617	47,207	47,797	48,390	48,979	49,571	50,161	47,675
21	45,957	46,546	47,137	47,729	48,319	48,910	49,502	50,094	50,682	51,275	51,865	49,147
22	47,675	48,266	48,857	49,449	50,040	50,628	51,219	51,811	52,402	52,992	53,585	52,099
23	49,540	50,132	50,722	51,313	51,904	52,494	53,085	53,676	54,268	54,860	55,451	54,563
24	51,496	52,085	52,678	53,268	53,861	54,451	55,042	55,632	56,222	56,815	57,405	57,025
25	53,466	54,059	54,650	55,241	55,831	56,422	57,012	57,604	58,195	58,786	59,377	59,489
26	55,444	56,036	56,626	57,218	57,809	58,400	58,991	59,582	60,170	60,762	61,354	61,663
27	57,387	57,977	58,571	59,160	59,750	60,343	60,932	61,524	62,115	62,707	63,296	63,891
28	59,375	59,968	60,558	61,148	61,739	62,329	62,921	63,512	64,106	64,695	65,285	65,848
29	61,332	61,923	62,513	63,105	63,697	64,287	64,877	65,469	66,060	66,650	67,242	67,838
30	63,273	63,864	64,456	65,047	65,636	66,227	66,819	67,410	68,000	68,592	69,184	69,809
31	65,249	65,840	66,431	67,021	67,615	68,202	68,794	69,385	69,977	70,567	71,157	71,769
32	67,239	67,829	68,420	69,011	69,602	70,194	70,784	71,377	71,966	72,557	73,148	73,728
33	69,149	69,742	70,332	70,924	71,515	72,106	72,696	73,286	73,878	74,468	75,060	75,828
34	71,138	71,730	72,321	72,910	73,502	74,093	74,683	75,276	75,866	76,457	77,046	77,357
35	73,408	74,000	74,591	75,182	75,772	76,365	76,957	77,552	78,144	78,737	79,329	79,489
36						78,372	78,963	79,557	80,149	80,744	81,334	81,621

-62-
APPENDIX A

13-Feb-95

1997-98 COACHES SALARY SCHEDULE

Step	BA	6	12	18	24	30
1	32,684	33,208	33,734	34,258	34,782	35,304
2	33,001	33,531	34,061	34,590	35,120	35,647
3	33,322	33,856	34,392	34,926	35,460	35,993
4	33,645	34,185	34,726	35,264	35,804	36,343
5	34,095	34,635	35,176	35,715	36,254	36,793
6	34,563	35,102	35,643	36,183	36,722	37,261
7	35,049	35,596	36,145	36,692	37,238	37,786
8	35,545	36,099	36,654	37,208	37,764	38,319
9	36,043	36,608	37,170	37,730	38,293	38,856
10	36,806	37,380	37,957	38,530	39,105	39,680
11	37,501	38,085	38,670	39,257	39,842	40,427
12	37,857	38,450	39,041	39,631	40,220	40,814
13	39,341	39,933	40,524	41,116	41,705	42,296
14	40,777	41,367	41,959	42,551	43,140	43,730
15	42,278	42,868	43,460	44,049	44,642	45,233

1997-98 CO-CURRICULAR SALARY SCHEDULE

Step	
1	32,684
2	33,001
3	33,322
4	33,645
5	34,095
6	34,563
7	35,049
8	35,545
9	36,043
10	36,806
11	37,501

APPENDIX B
WEST GENESEE CENTRAL SCHOOLS - TEACHER EVALUATION CARD

Name _____ School _____ Date _____
Subject/Grade _____ Certification Area _____ Yrs. In District _____ Prior Exp. _____

Ratings:

5 - Outstanding - Excellent
4 - Good - Effective

3 - Average

2 - Must improve

1 - Not acceptable - Unsatisfactory - Inadequate

Ratings

- A. Knowledge of subject matter - intensive and extensive command of the field ☐
- B. Planning and preparation of work - short and long range goals (either written or established through a conference) clear in aims, adaptable, relevant, updated, realistically detailed plans for a substitute ☐
- C. Teacher-pupil rapport - mutual respect, understanding, fair, patient, tolerant ☐
- D. Meeting special needs and abilities - works with individual and small groups as appropriate, gives attention to special problems ☐
- E. Classroom management - maintains group control and discipline, mutual respect, encourages responsibility, establishes a learning atmosphere, attention to attendance of pupils ☐
- F. Makes a good teaching effort - enthusiasm for teaching ☐

- G. Relationship with staff - cooperative, communicative, tactful, helpful and courteous ☐
- H. Relationship with parents - cooperative, communicative, tactful, helpful and courteous ☐
- I. Communication - asks thought-provoking questions, logical procedures, adequate summaries, interesting presentation ☐
- J. Pupil participation - encourages all pupils to respond and express ideas. Pupils appear prepared. ☐
- K. Reliability - routines - punctuality (performs all required duties on time) ☐
- L. Appraisal of student achievement - uses appropriate measuring and evaluation devices for evaluating student progress and achievement ☐
- M. Professional growth - continued study, committee work, receptive to suggestions and new ideas, professional relationships ☐

Ratings

Personal grooming and appearance - appropriate professional attire - neat - clean

☐ Acceptable

☐ Unacceptable

SIGNIFICANT CLASSROOM VISITS

Subject observed	Date	Time	Observer's signature

Evaluator's comments:

Teacher's comments:

TEACHER'S SIGNATURE _____

Date _____

EVALUATOR'S SIGNATURE _____

Date _____

APPENDIX C
GRIEVANCE FORM

GRIEVANCE NUMBER _____

WEST GENESEE TEACHER'S ASSOCIATION

GRIEVANT:

SCHOOL:

DATE:

STATEMENT OF COMPLAINT OF GRIEVANT:

SECTION OF CONTRACT ALLEGED TO BE VIOLATED:

STATEMENT OF FACTS:

REMEDY SOUGHT:

Grievant's Signature

Association Representative's
Signature

APPENDIX D

Mr. Jack Isbell
President
West Genesee Teachers Association

Dear Jack,

This is to confirm our understanding reached during our negotiations for a 1981-83 contract.

TRANSFERS

In the event a dispute arises with respect to the transfer of a teacher and upon request of the Association, there will be a meeting between the teacher and up to two (2) representatives appointed by the Association and up to three (3) designees of the District to fully discuss and consider all factors involved in the transfer, including the desires of the teacher.

MAINSTREAMING

The District and Association will each appoint two (2) designees to form a standing committee on the mainstreaming of handicapped students. This committee will meet no less frequently than once every two (2) months during the school year to discuss matters of mutual concern as to the mainstreaming program, including questions relating to training and number of handicapped students in a given class.

Very truly yours,

APPENDIX E

Preferred Eligible List

The understanding between the West Genesee Teachers Association and the West Genesee Central School District, regarding the Preferred Eligible List, shall be as follows:

One semester is defined as being twenty (20) weeks in length.

Primary grades are considered to be grades K-3.

Intermediate grades are considered to be grades 4-6.

Secondary grades are considered to be grades 7-12.

The length of all vacancies are determined by the dates on the written request for leave.

The teacher's last assignment prior to placement on the Preferred Eligible List shall determine whether a teacher is considered a primary, intermediate, or secondary teacher.

Teaching vacancies of at least one (1) semester in length, for the next school year, known by the District prior to August 1 will be treated as follows:

1. Vacancies will be filled from the Preferred Eligible List, in order.
2. These teachers will be hired to "permanent" positions even though there may not be a permanent position available after considering the number of people on leave.
3. Any teachers hired under these circumstances will retain any seniority and sick leave accrued in the past and accrue additional seniority and sick leave.
4. If a teacher refuses a permanent full-time job offer, at this time, his/her name will be removed from the Preferred Eligible List.

Teaching vacancies that occur after August 1, during the school year or are less than one (1) semester in duration will be handled as follows:

1. If any permanent positions are vacant, after taking into account the number of people on leave, the positions will be filled from the Preferred Eligible List, in order.
2. People on the Preferred Eligible List will be considered for all regular substitute openings. In the case of vacancies with a length less than one (1) semester, the Superintendent has the freedom to fill the vacancy with the person he feels is best for the job. This person may or may not be on the Preferred Eligible List.

Appendix E (contd)

3. All substitutes hired for vacancies known to be eleven (11) to twenty (20) school days long will be paid 1/200 of the IBA salary step for each day worked from eleven (11) to twenty (20) days, on the recommendation of the principal.
4. Substitutes for vacancies known to be longer than twenty (20) school days, but shorter than one (1) semester will be put on a regular substitute contract, paid on their appropriate salary step and be eligible for health insurance. They may also accrue and use sick leave, but not seniority.
5. Vacancies in the primary grades, for one (1) semester or longer, will be filled by primary teachers from the Preferred Eligible List, in order.
6. Vacancies in the intermediate grades, for one (1) semester or longer, will be filled by intermediate teachers from the Preferred Eligible List, in order.
7. Vacancies in the secondary grades, for one (1) semester or longer, will be filled from the appropriate Preferred Eligible List, in order, according to certification.
8. Substitutes hired from the Preferred Eligible List, under Item 5, 6 or 7 will have access to any sick leave they had accrued prior to being excessed.
9. Substitutes hired from the Preferred Eligible List, under, 5, 6 or 7 will accrue seniority.

At the 1 September 1988 negotiation session the representatives of the West Genesee Central School District and the West Genesee Teachers' Association (R.N.'s) tentatively agreed:

Section 1.

1. The following parts of the 1995-98 contract between the District and WGTA apply to R.N.'s:

Preamble

Article I

Article II

Article III

Article IV

Article V Sections C, D(1), E, M, N, O, R, T

Article VI Sections A, F (2,7)

Article XI All parts except Section N

Article XVI Sections A, B, C, E, G, H

Article XVIII

Appendix C

2. All sections of the contract not specifically listed above do not apply.
3. In all parts of the contract that do apply to R.N.'s the word "teacher" in any of its various forms will be understood to include R.N.'s.
4. In addition to the above, the parties agreed to the following language for R.N.'s:

JOB SECURITY

- A) Disciplinary action for R.N.'s shall be limited to written warning, suspension and/or discharge. In all such cases the District will specify the reason(s), in writing, for its action and such action shall be subject to the grievance procedure and the hearing specified below. The District agrees that it will not discipline or discharge an employee except for good reason such as, but not limited to, insubordination (refusal of a direct work order), drinking of alcoholic beverages while on duty, or

Appendix F (contd)

use of controlled substance, deliberate abuse of property and/or endangering the health and safety of students or employees. In the event the District decides to discharge or suspend an employee, except for the specific reasons cited above, it will not do so unless it holds an administrative hearing within a week of the occurrence giving rise to the discipline and the employee shall be paid until such hearing is held. The Association may grieve any such action. If the hearing decision is not satisfactory to the Association, then the case may be processed as a grievance for a final decision. The employee shall remain suspended without pay until a decision on the action rendered in the final step of the grievance process. Should the final decision be less than the lost wages of the employee (s)he will be paid the difference until reinstatement.

B) All reductions in force will be by seniority with the least senior being reduced in hours or laid off first.

C)

1. Seniority shall be defined as the length of continuous employment since date of last hire. It will accrue proportionately where appropriate.
2. Seniority will not accrue during an unpaid leave.
3. In case two (2) or more employees have equal seniority there will be a public drawing of names to see who will have most seniority.
4. The seniority list will be updated and posted in each work site every June and will be official for the intervening period.

D) Vacant positions will be posted and present members of the bargaining unit will be given preference for any such position before any outside applicant is considered.

E) Before making any involuntary transfer the district will meet with any potential transferees so that the individual's preferences can be taken into consideration before any final decision is made by the District.

RETIREMENT

1. School nurses who retire with at least twelve (12) or more years of full-time service (thirty five [35] hours per week for ten [10] months) with the West Genesee School District shall be entitled to the following:

Appendix F (contd)

- A) Twenty (\$20) dollars a day multiplied by the employees' unused sick days for the first (1st) two hundred (200) unused accumulated sick leave days.

(Less than full-time service will not be counted.)

- B) One (1) year of health insurance for each one hundred (100) days of unused accumulated sick leave up to a maximum of two (2) years. The district will pay the cost of the health insurance plan premium, not to exceed the premium for the BC/BS Regionwide Option II Medical Policy with prescription card and dependent to age twenty-five. In the event the retiree or spouse of the retiree is eligible for Medicare at the time of retirement or becomes eligible for Medicare during the two year period, the individual(s) so effected will be provided with a supplemental insurance plan, and the premiums of said plan will be at the district's expense. In addition, the district will reimburse the individual(s) the cost of their Medicare Part (B) to the extent that the combined cost of the supplemental plan and Medicare Part B do not exceed the cost of the premium (individual or family) afforded the bargaining unit member prior to becoming Medicare eligible, for the balance of the two year period.

SALARY AND OTHER COMPENSATION

1. Payment for extra duty shall be thirteen (\$13.00) dollars per hour. The work will be voluntary unless an acceptable substitute cannot be found in which case the District will assign the work.
2. The school nurse in the high school will receive five hundred (\$500) dollars supplement.
3. All secondary health offices will have full-time clerical help. Stonehedge will have seventy five (75%) percent clerical help.
4. Fifty (50%) percent full-time equivalent nurse shall rotate, as needed, throughout the District for the duration of the contract.
5. The starting salary for nurses will be:
 - a) Starting Salary
 - 1995-96 - \$18,103
 - 1996-97 - \$18,646
 - 1997-98 - \$19,205
 - b) Salary Increase
 - 1995-96 - 4%
 - 1996-97 - 4%
 - 1997-98 - 4%

6. School nurses who possess a Bachelors Degree shall receive a yearly stipend of two hundred fifty (\$250) dollars.
7. LONGEVITIES
 - a) Nurses with twenty (20) years of service in the West Genesee School District are entitled to a one hundred (\$100) dollar longevity increment.
 - b) Nurses with twenty-five (25) years of service in the West Genesee School District are entitled to an additional one hundred (\$100) dollar increment.

WORKERS' COMPENSATION

Whenever a nurse is absent from school as a result of personal injury caused in the course of his/her employment (s)he will be paid his/her full salary (to the extend of accumulated sick leave) for a period of such absence. Sick days will be used to the extent that they are not compensated by Workers' Compensation.

AFTER SCHOOL MEETINGS

Registered nurses may be required:

1. to remain after the end of the regular workday without compensation for official staff meetings as deemed appropriate by the building administrator provided said meetings do not exceed ten (10) per year.
2. to attend, without additional compensation, one (1) Open House per year.

APPENDIX G

Children of West Genesee Teachers Desiring to Attend West Genesee Schools

Children of West Genesee Teachers may transfer into the District subject to the following provisions:

1. The West Genesee teacher must pay an annual tuition determined by the state "formula."
2. Once a child transfers into West Genesee (s)he will be allowed to stay until graduation.

APPENDIX H

Extra Pay for Art and Music Teachers

- a) A committee shall be formed which is composed of three (3) people appointed by the Superintendent and three (3) people appointed by the WGTA.
- b) This committee will make recommendations on future extra work assignments and payments for art and music teachers to the Superintendent.
- c) Upon receipt of the recommendation, the Superintendent will either accept the recommendations or send the committee his reasons for rejection, in writing.

APPENDIX I

Whereas, this 1993 contract between West Genesee Central School District (District) and the West Genesee Teachers' Association (Association) provides for the procurement of the Blue Cross/Blue Shield Regionwide Option II Medical Policy with the prescription card (with oral contraceptives) and dependent to age 25 coverage and

Whereas, the Onondaga-Cortland-Madison BOCES (O.C.M. BOCES) currently has a Cooperative Health Insurance Consortium for its component districts through Blue Cross/Blue Shield at policy rates more advantageous than contracting with Blue Cross/Blue Shield directly and

Whereas, the District is a component of the O.C.M. BOCES And therefore eligible to participate in such health consortium.

It is therefore deemed by the Board of Education to be in the best interests of the district to participate in the Consortium and abide by its rules and regulations (copy attached) subject to the following conditions:

1. In the event the Consortium changes coverage to a carrier other than provided in the collective bargaining agreement, negotiations will commence between the district and the association to determine if the district is to remain with or withdraw from the Consortium.
2. At a minimum, an annual meeting will be held between the district and the association to review the districts participation in said Consortium including any additional assessment to the district. Unless modified by mutual agreement any additional assessment cannot be passed on until a review of said assessment has been made by the district and the association. Any additional assessment to be collected will be assessed in the same employer/employee percentage allocation as stipulated in the contract for the period involved. The same applies for any refund directly received by the district.

INDEX

Absences, leaves of	37-47
Administrative vacancies	34
Agency fee	6
Agenda and attachments, School Board	6
Agreement, changes in.	2
copies of	2
implementation of	2
Aides, teachers	37
Appointment of Building Chairpersons and Subject Coordinators	29
Arbitration	4-5
Assignments	31-35
Association rights	5-7
Board of Education Handbook, copies of	2
Building Chairpersons, duties and responsibilities	27-29
Building Chairpersons, pay	13
Building use by WGTA	5
Cabinet, attendance at meetings	6
Cabinet meetings	6
Calendar, school	24
Change in assignment, definition	32
Changes in Agreement	2
Child rearing leave	39-40
Children of teachers attending West Genesee Schools	74
Class coverage	52
Class size	24-25
Coaching, salary	15-17
Conferences, Professional Meetings, leave for	38
Copies, Agreement	2
Copies, Board of Education Handbook	2
Court attendance, leave for	38
Curriculum development	30-31
Damage of property	8
Death in family, leave for	42
Death of relatives	42
Deductions, payroll	19-21
Definition	32
Change in assignment	32
Grievance	2
Insofar as possible	2
Seniority	31
Teaching preparations	27
Transfers	31-35
Degrees of graduate study	9
Destruction of Property	8
Development and implementation of curriculum	30-31
Discipline, student	47-48
Discipline, teacher	50, 52-53
Discipline, teachers	7
Discrimination	7
Dues	6
Duplication of teaching materials	25
Duty assignments	13
EDC (Educational Development Committee).	30-31
Elementary Grade Level Chairpersons, duties and responsibilities	29

INDEX
(contd)

Elementary Grade Level Chairpersons, pay	13
Ethics, teacher	50
Evaluations	48-50, 60-63
Excellence in Teaching Stipend	22-23
Exit interview	8
Extended School Day	35-36
Extra duty pay	11-13, 56, 59, 62
Family illness	42
Grievance, definition	2
Grievance form	65
Grievance procedure	2-5
Handicapped student, notification of assignment	34
Health examinations	52
Home tutors	13
Illness, notification of school	41-42
Implementation of Agreement	1
Injury occurred in line of duty, leave for	43
In-service training	51
Insofar as possible, defined	2
Insurance	17-19, 52
Intention not to rehire	34
Involuntary transfer	33
Jury duty, leave for	37-38
Just cause	52, 53
Leave of absence, salary step	10
Leaves of absence,	37-47
Liaison committees	36-37
Long term leaves of absence.	43-46
Longevities	19, 73
Lunch period for teachers	27
Mail box use by WGTA	5
Mainstreaming	66
Maternity leave	38-40
Mileage	22
Military service, leave for	41
Minutes, School Board	6
Miscellaneous provisions concerning teachers	52
Negotiating Unit, defined	53
Negotiating Unit, individual arrangements, agreements, contracts	2
Negotiating Unit, WGTA	1
Negotiations, available information from School Board	5
Notification in event of illness	41-42
Nurses	69-73
Orientation program	51
Payroll Deductions	19-21
Personal leave days	40-41
Physical facilities for teachers	25-26
Preferred Eligible List	67-68
Pregnancy disability leave	38
Preparation time	26-27
Principal Liaison Committee	36-37
Prior service allowance	9

INDEX
(contd)

Professional meetings, conferences, leave for	38
Promotions	31-34
Publishing vacancies	34
Reappointment of Building Chairpersons and Subject Coordinators.	29
Release time for officers	6-7
Release time for PSEN and IEP Conferences	52
Reprimand, letters of	7-8
Retirement Award	21-22
Rotation of supervisory duties	26
Sabbatical leaves	44-46
Salary	9-21, 54-62
Salary, after leave	10
Salary, new employees	9
School calendar	24
School year, length	24
Seniority, definition	31
Short term leaves of absence	43
Sick bank	46-47
Sick leave	42
Sick leave for prolonged illness	46-47
Step movement	9-10
Storage, for classroom	25-26
Storage, for teachers	25-26
Student teachers	48
Subject Coordinators, duties and responsibilities	28-29
Subject Coordinators, pay	13
Substitute folders	52
Summer School	34-35
Summer School salary	10-11
Superintendent Liaison Committee	36
Supervision of teachers	7-8
Supervisory duties, officers of WGTA	6
rotation of	26
secondary	26
Supervisory vacancies	34
Teacher aides	37
Teacher Center	48
Teacher file	7-8
Teacher rights	7-8
Teacher-Building Principal Liaison Committee	36-37
Teacher-Superintendent Liaison Committee	36
Teaching conditions	23-24
Teaching load, building chairpersons	28
secondary	27
subject coordinators	28-30
WGTA officers	6
Teaching preparations, defined	27
Teaching preparations, secondary	27
Terminal interview	8
Textbook selection	51
Transfer, dispute	61
Transfers	31-34
Transfers, definition	31-32

INDEX
(contd)

Unit definition	53
Vacancies, administrative and supervisory	34
Vacancies, publishing	34
Visitation days	40
Workday, length	24
Work schedules for special areas	52
Work years, length	24
Workshop compensation	10